AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, June 20, 2012 5:00 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.

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1.04 Recess to Closed Session

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

- a. 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
 - Full-time Faculty
 - Part-time Faculty
 - Educational Administrators

Director, Accessibility Center for Education Vice President, Administrative Services Vice President of Instruction & Student Services

Interim Reappointments

Interim Vice President Instruction & Student Services Interim Administrative Director, Workforce Economic Development

6. Classified Management

Administrative Director, Human Resources

Interim Reappointment

Interim Administrative Director, District Information Systems

Extension of End Dates for Temporary Positions

Special Proj Superv
Cont Mil Ed Prog Ops Asst Mgr
Director, Marketing/Product Dev
Dir, Instr Media, Design & Pro
Coord Cont Ed Instr Services
Program Suprv (OC One Stop
Ctr)
Mgr, Contract Ed Prg & Service
Dir Ticrs Pr & Tmdia
Dir, eLearning App & Web Dev
Dir, OC One Stop Center
RHORC Program Director

7. Classified Staff

Instructional Associate-Chemistry Secretary, Sr

Extension of End Dates for Temporary Positions

Mil/Cont Ed Tech Int
Project Coordinator
Workforce Specialist
Ed Media Designr Mil
EOPS/CARE Outreach Tech
Wia MIS Technician
Mil/Cont Ed Tech Int
Workforce Specialist
Mil/Cont Ed Tech Int
Foundation Staff Aide
Mil/Cont Ed Program Coord
Mil/Cont Ed Tech
Mil/Cont Ed Tech
Mil/Cont Ed Tech

Isd Dev Programmer

Workforce Specialist

Mil/Cont Ed Stf Aide

MIS Technica

Workforce Specialist

Staff Specialist

Dvlpmtl Disb Prg Ast

Mil/Cont Ed Tech Int

Contract Edu Production Editor

Workforce Specialist

Mil/Cont Ed Tech

Workforce Specialist

Mil/Cont Ed Tech Int

Telecourse Mrktng Co

Student Financial Aid Technici

Workforce Specialist

Contract Edu Video Prod Coord

Workforce Specialist

Mil/Cont Ed Tech

Wia Support Clerk

Workforce Specialist

Mil/Cont Ed App Coor

Mil/Cont Ed Tech, Intermediate

Grants Proj Asst

Job Center Clerk

Mil/Cont Ed Tech I

Staff Assistant

Workforce Specialist

Mil/Cont Ed Tech Int

Student Fin Aid Tech

Mil/Cont Ed Tech, Intermediate

Workforce Specialist

Mil/Cont Ed Tech Int

Mil/Prg Course Asst1

Custodian

Workforce Specialist

Wia Support Clerk

Mil/Cont Ed Tech III

Mil/Cont Ed Tech Int

Mil/Cont Ed Tech

Elec Media & Pub Proj Coord

Staff Assistant

Accounting Analyst-OC One-Stop

Cont Ed Ap Prgr Asst

Wia Support Clerk

Mil/Prg Course Asst 1

Workforce Specialist

Mil/Cont Ed Tech Int

MM Analyst/Programmer/Producer

Workforce Specialist

Workforce Specialist

Workforce Specialist

Staff Assistant

Isd Staff Aide

Wia Support Clerk

Specl Proj Bdgt Clk

Workforce Specialist

Web Mm Dev Mil Pgms

Temp Ed Media Designr Mil

Applic Syst Analyst

Staff Assistant, Sr - RHORC

Typist Clerk, Int - RHORC

EOPS/CARE Accounting Tech

CalWORKS Prg Office Spec, Sr

Student Fin Aid Acct Fisc Spec

Student Fin Aid Tech BFAP

Calworks Staff Assistant, Sr

Matriculation Testing Tech

Student Fin Aid Spec BFAP

Student Fin Aid Spec BFAP

Matriculation Evaluator

8. Reclassification and Reorganization/Reassignment

Staff Assistant, Sr Stud Financial Aid Coordinator Counseling & Guidance Office Operations Coordinator CalWORKS Program Office Specialist, Sr

9. Classified Temporary Assignments

Accounting Assistant III
Special Assignment
Campus Security Officer Lead
Information Systems Tech II
Military Contract Education Staff Aide
Military Contract Education Program Coordinator
Military Contract Education Tech III
Staff Assistant
Staff Assistant, Sr
Coordinator of Community Services
Lead Mechanic
Instructional Information Tech
Student Financial Aid Specialist

- 10. Hourly Staff
- Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel

14. Student Workers

b. Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

c. 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

William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551

Coast Federation of Classified Employees vs. Coast Community College District, PERB Case No. LA-CE-5682-E

Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No. 30-2012-00584220-SC

d. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of Government Code Section 54956.9. Three Cases:

- 1. Claim by C.W. Driver
- 2. Construction delays at Golden West College
- 3. Threatened Litigation from Nicholas Gaultier

e. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Positions: Chancellor, Presidents and Vice Chancellor

f. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor and Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

Coast Federation of Classified Employees(CFCE),

Coast Community College Association-California Teachers

Association/National Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT),

Unrepresented Employees: Association of Confidential Employees (ACE),

Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Trustee Lorraine Prinsky
- 1.07 Report of Action from Closed Session (if any)

1.08 Public Comment (Open Session)

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. 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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1.09 Oath of Office - Student Trustee Cody Joe Torre

1.10 Presentations and Ceremonial Resolutions

- 1.10.01 Ceremonial Resolutions
 - a. Coast Community College District Ceremonial Resolution Honoring Orange Coast College Chamber Singers
 - b. Coast Community College District Ceremonial Resolution Honoring Dr. Christian Teeter

1.10.02 Acceptance of Retirements

Faculty

Baker, Frank, GWC, Instructor, retirement effective 5/28/12 Nguyen, So V., OCC, Instructor, retirement effective 5/28/12 Scardina, Thomas, GWC, Instructor, retirement, effective 5/31/12 Souto, Mark, GWC, Instructor, retirement effective 5/28/12 Winter, Nicolas, OCC, Instructor, retirement effective 7/1/12

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 & Review of Board Committee Meeting Dates
- 2.08 Quarterly Financial Status Report
- 2.09 Diversity Update

- 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), California Community College League (CCLC), and California Community College Trustees (CCCT)
 - 3.03 The Board Directives Log
 - 3.04 Buildings and Grounds Reports
 - 3.05 Review of Instructional Material Fees
 - 3.06 Awards and Accolades 2011-2012

CONSENT CALENDAR

- 4.00 Public Hearings
 - 4.01 Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2012-2013 and Consideration of Coast Community College District Tentative Budget for 2012-2013
 - A. Opening of Public Hearing
 - B. Staff Report on Tentative Budget
 - C. Public Testimony
 - D. Board of Trustees' Comments
 - E. Closing of Public hearing
- 5.00 Travel
 - 5.01 DIS Authorization for Administratively Approved Travel
 - 5.02 DIS Authorization for Attendance at Meetings and/or Conferences
- 6.00 Approval Revision to the Job Specification for the Secretary of the Board of Trustees
 - 6.01 Approval Revision to the Job Specification for the Secretary of the Board of Trustees
- 7.00 Curriculum Approval
 - 7.01 DIS Curriculum Approval
- 8.00 Authorization for Student Trips
 - 8.01 GWC Student Trips

	8.02	CCC - Student Trips	
	8.03	OCC - Student Trips	(
9.00	Authorization for Special Projects		
	9.01	GWC - Special Projects	
•	9.02	OCC - Special Projects	
	9.03	CCC - Special Projects	
10.00	Authorization to Apply for Funded Programs		
	10.01	DIS - Authorization to Apply for Funded Programs	
11.00	Authorization for Disposal of Surplus		
	11.01	Authorization for Disposal of Surplus	
12.00	Authorization to Enter into Standard Telecourse Agreements		
	12.01	CCC - Authorization to Enter Into Standard Telecourse Agreements	
13.00	Approval of Clinical Contracts		
	13.01	OCC - Clinical Contracts	(
	13.02	GWC - Clinical Contracts	
14.00	Approval of Standard Agreements		
	14.01	GWC - Standard Agreements	
	14.02	CCC - Standard Internship Agreement	
	14.03	CCC - Scope of Work (Standard Agreement)	
	14.04	CCC - Approve Standard Internship Agreement and Standard Agreement	
	14.05	DIS - Standard Agreement	
15.00	Authorization for Purchase of Institutional Memberships		
	15.01	DIS - Institutional Memberships	
	15.02	DIS - Institutional Memberships	
	15.03	GWC - Institutional Memberships	
	15.04	CCC - Institutional Memberships	
	15.05	OCC - Institutional Memberships	

- 15.06 DIS Institutional Memberships
- 15.07 DIS Institutional Membership
- 15.08 DIS Institutional Membership
- 16.00 Authorization for Off-Campus Assignments
 - 16.01 DIS Off-Campus Assignments
 - 16.02 CCC Off-Campus Assignments
- 17.00 Authorization for Community Activities
 - 17.01 GWC Community Activities
 - 17.02 OCC Community Activities
- 18.00 Authorization for Sailing Program
 - 18.01 OCC Sailing Program
- 19.00 Personnel Items
 - 19.01 District
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
 - b. Authorization for Leaves of Absence
 - c. Authorization for Changes in Assignments, Academic Staff
 - d. Authorization for Contract Amendments Based upon Horizontal Salary Moves
 - e. Authorization for Changes in Salary Schedules
 - f. Authorization for Schedule Changes, Classified Staff
 - g. Authorization for Professional Experts .
 - h. Authorization for Monthly Travel Allowances
 - Approval of Sabbatical Leave Requests
- 20.00 Authorization for Independent Contractors
 - 20.01 GWC Independent Contractors
 - 20.02 OCC Independent Contractors
 - 20.03 CCC Independent Contractors

- 21.00 Authorization for Professional Development Program
- 22.00 Authorization for Staff Development

22.01 GWC - Staff Development

23.00 Approval of Purchase Orders

23.01 DIS - Purchase Orders

24.00 Ratification/Approval of Checks

24.01 DIS - Ratification/Approval of Checks

25.00 Check List for General Obligation Bond Fund

25.01 DIS - Check List for General Obligation Fund

26.00 Authorization for Special Payments

26.01 OCC - Special Payment

26.02 Special Payment for Paul E. Frey

DISCUSSION CALENDAR

- 27.00 Approval of Agreements
 - 27.01 DIS Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services
 - 27.02 GWC Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc.
 - 27.03 GWC Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Hosting, Storing, and Transfer of Streaming POST Case Law Today Video
 - 27.04 GWC Approve Addendum to Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs
 - 27.05 CCC Authorization to Enter into Amendment No. 2 of an Existing Lease between Business Properties Partnership No. 15, a California General Partnership, and the Coast Community College District for the Purpose of Classroom Use at the Coastline Community College Art GallerySite.
 - 27.06 CCC Approve Memorandum of Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.
 - 27.07 CCC Approve Agreement between Card Integrators Corporation and the

- Coast Community College District for an I.D. Card System Software License and Service Agreement.
- 27.08 CCC Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center-North.
- 27.09 OCC Approve Non-Standard Agreement Approve Amendment to Agreement between The National Student Clearing House and the Coast Community College District for Student Electronic Access Agreement for Educational Institutions (Student Self-Service).
- 27.10 OCC Agreement between Orange County Department of Education (OCDE) and Coast Community College District, (OCC) to provide representation on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program.
- 27.11 Approval of Employment Agreement, Vice President of Instruction and Student Services, CCC
- 27.12 Approval of Employment Agreement, Vice President of Administrative Services, CCC
- 27.13 Approval of Employment Agreement, Interim Vice President of Instruction and Student Services, CCC
- 27.14 Approval of Employment Agreement, Interim Administrative Director, Workforce Economic Development, CCC
- 27.15 DIS Appointment of Individual to Fulfill Roles of Board Secretary on a Temporary Basis
- 27.16 CCC Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation, and Faculty Development Services.
- 27.17 CCC Approve an Addendum to Lease Agreements between Mobile Modular Management Corporation and the Coast Community College District to Lease Commercial Coach Modular Units.
- 27.18 CCC Approve Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to include English Language Assessment, Counseling, and Instruction.
- 27.19 CCC Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 18, 2013, Graduation Ceremony.
- 27.20 CCC Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center-North.

- 27.21 CCC Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center-South.
- 27.22 Approval of Employment Agreement, Director, Accessibility Center for Education, GWC
- 27.23 CCC Approve Agreement between Alliant International University Los Angeles and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.
- 27.24 CCC Approve Agreement between Alliant International University –
 Alhambra and the Coast Community College District for Obtaining Clinical
 Experience in Neuropsychological Assessment and Psychological
 Counseling with the Brain Injured Population through an internship at
 Coastline Community College's Acquired Brain Injury Program.
- 27.25 CCC Approve Agreement between Argosy University and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population Through an Internship at Coastline Community College's Acquired Brain Injury Program.
- 27.26 CCC Authorization to Enter into a Lease Schedule No. 500-3117270-000 dated June 21, 2012, to MasterEquipment Lease Purchase Agreement No. 3117270 dated June 21, 2012, between Bank of America National Association And Coast Community College District to Purchase Infrastructure Equipment from ePlus Technology, Inc., Utilizing the Western States Contracting Alliance (WSCA) Contract AR-233 for the Coastline Community College Sites.
- 27.27 GWC Approve Non-Standard Agreement between Three Forks and the Coast Community College District for Financial Aid Software Consultation
- 28.00 Buildings and Grounds Approvals
 - 28.01 DIS Approve Change Order No. 4; Golden West College Learning Resource Center, Phase I; Bid No. 1953
 - 28.02 DIS Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Capacity-To-Load (Cap-Load) Management Program for Academic Year 2012-2013
 - 28.03 DIS Authorization to File Notice of Completion and Release Retention Funds
- 29.00 General Items of Business
 - 29.01 DIS Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud and Romo (AALRR)
 - 29.02 Acceptance of \$200,000 Dividend from the Coast Community

College District Enterprise Corporation

- 29.03 Nomination of Dr. Lorraine Prinsky for the 2012 ACCT Trustee Leadership Award
- 29.04 GWC Independent Contractors Over \$20,000
- 29.05 GWC Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 29-July 29, 2013
- 29.06 GWC Renewal of Medical Insurance for International Students
- 29.07 OCC Approval of FY 2012-2013 Budget, Associated Students of Orange Coast College
- 29.08 OCC Authorization to Conduct a Short-Term Study Abroad Program in Madrid, Spain, Summer 2013
- 29.09 DIS Authorization to Amend Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Public Opinion Research and Polling Services
- 29.10 DIS Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreements for Contractor Services
- 29.11 Authorization to Purchase Storage Area Network (SAN) Equipment from Dell Utilizing the Western States Contracting Alliance
- 29.12 GWC Approval for the Associated Students of Golden West College to Increase the College Service Charge
- 29.13 GWC Approval of 2012-2013 Budget, Associate Students of Golden West College
- 29.14 CCC General Item of Business
- 29.15 CCC General Item of Business
- 29.16 Approve Changes in Signatures for Union Bank Accounts
- 30.00 Resolutions
 - 30.01 Resolution #12-21 In Support of the DREAM Act
 - 30.02 Resolution #11-32 Amended, Revision to the Reorganization and Lateral Transfer Plan
- 31.00 Approval of Minutes
 - 31.01 DIS Approval of Minutes
- 32.00 Policy Implementation
 - 32.01 DIS Approval of Board Policy 2015, Student Trustee, Board of Trustees

33.00 Close of Meeting

33.01 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 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. 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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33.02 Adjournment

PRELIMINARY MATTERS

(White Pages)

Wednesday, June 20, 2012 Regular Meeting and Budget Study Session 2012

1. Preliminary Matters

Subject

1.01 - 1.10.02 Preliminary Matters

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

1. Preliminary Matters

Access

Public

Type

Preliminary Matters

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- 1.06 Pledge of Allegiance Trustee Lorraine Prinsky
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session)
- 1.09 Oath of Office Student Trustee Cody Joe Torre
- 1.10 Presentation and Ceremonial Resolutions
- 1.10.01 Ceremonial Resolutions
- a) Coast Community College District Ceremonial Resolution Honoring Orange Coast College Chamber Singers

WHEREAS, the Orange Coast College Chamber Singers traveled to New York during the first week of May 2012 to perform with other community college choruses from around the country; and

WHEREAS, under the baton of Dr. Bruce Rogers, and accompanied by the New York City Chamber Orchestra, the Orange Coast College Chamber Singers performed a program of music by Vivaldi and Mozart at Carnegie Hall; and

WHEREAS, this group of thirty-one singers comprised of voice, instrumental and composition majors, as well as non-music majors – performed with other college choruses throughout the country; and

WHEREAS, Eliza Rubenstein, the Director of Choral and Vocal Activities at Orange Coast College shared the excitement the Orange Coast College Chamber Singers felt at seeing their name on the marquee of this cultural landmark and truly outstanding hall; and

WHEREAS, getting to the Eastern Seabord required a lot of fundraising which included the help of donors and revenue from concert tickets, and Belinda Aber, Reetu Bala, Dana Bloomquist, Matt Cacho, Nehemiah Chen, Mary Alice De La O, Stephanie De Leon, Areli De La Torre, Jessica Eldridge, Danny Gaitan, Eddie Huang, Stephanie Keeling-Nel, Evan Kliewer, Josh Kupanoff, Alex Lee, Ashley Mac, Phillip Merlino, Cody Mickelson, Keith Morton, Brooke Peetz, Liz Perez, Hillary Place, Nettie Rivera, Blake Royal-Gordon, Alan Setthaboupha, Nathan Staph, Tritia Timmins, Chelani Tiong, Jeremiah Ybarra, Payam Yousefi, and Josh Yu are appreciative of this wonderful opportunity; and

NOW, THEREFORE, BE IT RESOLVED, that on this day, the twentieth day of June 2012, the Board of Trustees of the Coast Community College District hereby recognizes the Orange Coast College Chamber Singers for their outstanding accomplishments.

b) Coast Community College District Ceremonial Resolution Honoring Dr. Christian Teeter

WHEREAS, Dr. Christian Teeter, Secretary of the Board of Trustees, is leaving the Coast Community College District for a new career opportunity, effective June 12, 2012; and

WHEREAS, Dr. Christian Teeter has served the Coast Community College District Board of Trustees and the District's Executive Leadership with distinction since March 2006, and as a result was promoted to Secretary of the Board in December 2008; and

WHEREAS, Dr. Christian Teeter has provided exemplary guidance and support to the Board's Student Trustee and District Student Council, serving as an advisor and mentor, providing training on Leadership, the Ralph M. Brown Act and coordinating highly successful annual Lobby Day activities for students in Sacramento, California; and

WHEREAS, Dr. Christian Teeter, with the guidance and input of his Board and strong support of his staff, has authored policies and developed administrative systems to fully support six Brown Act compliant committees of the Board of Trustees, ensuring that the Board operates in an open, transparent and highly professional environment; and

WHEREAS, Dr. Christian Teeter has ably represented the Board of Trustees in facilitating District-wide events for the United States Association of Former Members of Congress "Congress to Campus" activities which promote public service, leadership and civic responsibility; and

WHEREAS, Dr. Christian Teeter has, in tandem with the Board of Trustees and District General Counsel, developed and enhanced numerous Board policies that have improved the day-to-day operations and effectiveness of the Board; and

WHEREAS, Dr. Christian Teeter's dedication to students has been evident in his teaching assignments at Coastline Community College where he donated his teaching salary to provide academic textbooks to incarcerated Coastline students; and

WHEREAS, Dr. Christian Teeter earned a Doctor of Education degree in May 2010 from the University of Southern California and was awarded the Donald Golder Memorial Academic Merit Scholarship for outstanding academic achievement; and

WHEREAS, Dr. Christian Teeter received the 2010 Regional Professional Board Staff Member Award at the Annual Community College Leadership Congress sponsored by the Association of Community College Trustees (ACCT) on October 21, 2010 in Toronto, Canada; and

WHEREAS, Dr. Christian Teeter has leveraged his education and professional administrative experience and collaborated with his staff to meet the ever-changing needs of his Board of Trustees to provide strong customer service to all stakeholders in the organization.

NOW, THEREFORE BE IT RESOLVED, that the Coast Community College District Board of Trustees hereby recognizes Dr. Christian Teeter for his exemplary commitment to higher education, public service,

dedication to students, work ethic, and integrity in the fulfillment of his duties as Secretary of the Board of Trustees and the Board wishes him continued success in his career.

1.10.02 Acceptance of Retirements

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

Faculty

Baker, Frank, GWC, Instructor, retirement effective 5/28/12 Nguyen, So V., OCC, Instructor, retirement effective 5/28/12 Scardina, Thomas, GWC, Instructor, retirement effective 5/31/12 Souto, Mark, GWC, Instructor, retirement effective 5/28/12 Winter, Nicolas, OCC, Instructor, retirement effective 7/1/12

Frank Baker

Whereas, Frank Baker, Instructor, is retiring from Golden West College effective May 28, 2012, and

Whereas, Frank Baker was hired as an instructor in Life Sciences field at Golden West College over the past thirty-nine years. Frank Baker taught Human Anatomy for majors and College 100 for everyone whom he thought deserved a chance, a second chance or however many chances it took; and

Whereas, Frank Baker was also on the Golden West College Academic Senate belonging to the College Science Teachers Society and Teaching Science to Students with Disabilities. He gave workshops at NSTA and HAPS meeting on retention and student success; and

Whereas, for the past thirty-nine years, Frank Baker has been cited as a reviewer in over fifty text and lab publications as well as appearing on the Coast Learning Systems video Anatomy and Physiology series. He also has a biographical paragraph and acknowledgement (with his picture!) in the McKinley's Anatomy text. In addition, some of his classroom strategies have been published. Frank Baker has faced some 16,000 student faces in lecture and written what seemed like an equal number of test questions and letters of recommendation.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Frank Baker for his years of service to Golden West College and the Coast Community College District and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Frank Baker on this day, the twenty-eighth day of May in the year 2012.

So Van Nguyen

Whereas, So Van Nguyen, Instructor, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, So Van Nguyen began his teaching career at Orange Coast College in 1990, the same year that he immigrated to the United States from his home country of Vietnam; and

Whereas, So Van Nguyen speaks of his many years here as "wonderful", adding "my destiny has always been that of a ferryman, whose main mission is to carry his students across the river, both the linguistic and the cultural ones, and put them safely on the other bank so that they can readily start moving on to achieving their own dreams."; and

Whereas, a political refugee, So Van Nguyen is tremendously grateful, not only to Orange Coast College, but to the United States for giving him the opportunity to build a new life here. He refers to the United States as a "great country", referring warm-heartedly to its "tremendous generosity"; and

Whereas, in retirement, So Van Nguyen plans to enjoy his two main hobbies, art photography and traveling. He also hopes to correspond frequently with the many friends that he has in different countries around the world.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of So Van Nguyen on this day, the twentieth day of June in the year 2012.

Thomas Scardina

Whereas, Thomas Scardina, Instructor, is retiring from Golden West College effective May 31, 2012; and

Whereas, Thomas Scardina was hired as a Math instructor in September of 1975. He first taught three sections of Intermediate Algebra and one section of Calculus 3. He than began to teach courses from Trigonometry through Differential Equations. However, Calculus 3 was his favorite subject and was part of his schedule for thirty-four years; and

Whereas, Thomas Scardina served as Department Chairman from 1980 to 1982. In those years, he together with the mathematics faculty were able to meet the challenges of those difficult times without serious impairments to the mathematics program. After serving as department chairman, Thomas Scardina also served on several hiring committees; and

Whereas, Thomas Scardina's mission in teaching was to give his students the best preparation for courses those students would eventually take on at the university level. He also wanted his students to be independent problem solvers. In this way, they would become the innovators of tomorrow, the discoverers of new worlds, and authors of their own destiny.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Thomas Scardina on this day, the thirty-first day of May in the year 2012.

Mark Souto

Whereas, Mark Souto, Instructor, is retiring from Golden West College effective May 28, 2012; and

Whereas, Mark Souto was hired as an instructor in the Physical Science Department of Golden West College in 1976, and the following year he introduced the Consumer and Environmental Class. In addition, Mark Souto has taught most of the classes offered in the Department of Chemistry, including the traditional and audio-tutorial Chemistry 110, Chemistry 130, Chemistry 180 and Chemistry 185; and

Whereas, after attending a summer workshop at UC Davis, Mark Souto introduced the Hazardous Materials Management curriculum at Golden West, and completed a sabbatical on Improvements in Hazardous Materials Technology and the Use of Design of Experiments for Chemistry 180; and

Whereas, for the past twenty five years, Mark Souto has been Chairman of the Physical Science Department at Golden West and has participated in the hiring of six full time faculty members and created fifteen physical science adjunct positions to help service the college and community. Mark Souto has administered the Lowell Karre Scholarship since its inception, which awards \$10,000 to qualified students to complete the final two years of undergraduate studies as chemistry majors; and

Whereas, Mark Souto's mission in teaching is to create independent problem solvers, enabling his students to take care of themselves. In turn they are able to help their families, friends and community do the same.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Mark Souto for his years of service to Golden West College and the Coast Community College District and offers him sincere wishes for a happy, healthy and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mark Souto on this day, the twentieth day of June in the year 2012.

Nicolas Winter

Whereas, Nicolas "Nick" Winter, Instructor, is retiring from Orange Coast College effective July 1, 2012; and

Whereas, prior to joining the Coast Community College District as an ESL Instructor, Nick Winter taught Indonesian in Hawaii and Malay in Vancouver, British Columbia; and

Whereas, Nick Winter also taught ESL in the Newport-Mesa Unified School District's Adult Education Program at the Costa Mesa High School; and

Whereas, Nick Winter refers to the thirty-five years that he has spent in the District, including twenty-one years at Orange Coast College, as a "fabulous run"; and

Whereas, in retirement, Nick Winter is planning to continue his association with the college in various ways, including tutoring in the Writing and Reading Center.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Nick Winter on this day, the twentieth day of June in the year 2012.

GENERAL INFORMATION AND REPORTS (White Pages)

2. Informative Reports

Subject

2.01 - 2.09 Informative Reports

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

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)

John Dunham, 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

Legislative Affairs Committee Meeting, Thursday, June 21, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Personnel Committee Meeting, Wednesday, June 27, 2012 at 1:30 p.m., Board of Trustees' Conference Room
Accreditation Committee Meeting, Wednesday, June 27, 2012 at 3:30 p.m., Board of Trustees' Conference Room

2.08 Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Third Quarter Financial Status Report ending March 31, 2012. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment # 1)

Fiscal impact: No fiscal impact.

2.09 Diversity Update

3. Matters for Review, Discussion and/or Action

Subject 3.01 - 3.06 Matters for Review, Discussion and/or Action

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 3. Matters for Review, Discussion and/or Action

Access Public

Type Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

July 18, 2012 - Regular Meeting

August 1, 2012 - Regular Meeting/Study Session

August 15, 2012 - Regular Meeting

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

September 19, 2012 - Regular Meeting

October 3, 2012 - Regular Meeting

October 17, 2012 - Regular Meeting/Study Session

November 7, 2012 - Regular Meeting

November 21, 2012 - Regular Meeting

December 12, 2012 - Regular/Organizational Meeting

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

October 10-13, 2012, Boston, MA, ACCT Leadership Congress
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

3.05 Review of Instructional Material Fees

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

3.06 Awards and Accolades 2011-2012

Recognition of District-wide awards and accolades for 2011-2012 (See Attachment # 2)

File Attachments

2011-12 Awards and Accolades.pdf (64 KB)

4. Public Hearings

Subject 4.01 Public Hearing on Coast Community College District Tentative Budget for

Fiscal Year 2012-2013 and Consideration of Coast Community College District

Tentative Budget for 2012-2013

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

4. Public Hearings

Access

Public

Type

Public Hearings

Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2012-2013 and Consideration of Coast Community College District Tentative Budget for 2012-2013

The official Public Hearing and Adoption of the 2012-2013 Budget for the Coast Community College District will be held on September 5, 2012 at 6:30 p.m. in the Coast Community College District Board Room located at 1370 Adams Ave., Costa Mesa, CA 92626.

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

Consideration of Coast Community College District Tentative Budget for 2012-2013

Background

The Tentative Budget (copy attached to each Trustee's agenda) has been prepared as prescribed by Title 5 of the California Code of Regulations, Section 58305. Funding for the budget is based upon the latest information available as of May 14, 2012. Any changes based on the enacted state budget that are signed by the Governor will be included in the 2012-2013 adopted budget.

Beginning Balance

The Tentative Budget beginning balance is estimated to be \$20,531,115 (including \$2,319,195 for various entities. While the Tentative Budget reflects a balanced set of revenues and expenses, many of the solutions identified are one-time or of limited term duration. The result will be that approximately \$4 million of these solutions will expire this year and re-emerge next year. A firm figure for the beginning balance won't be available until the year-end close is completed in mid-July.

Revenue Estimate

Total 2012-2013 General Fund revenues are projected to be \$202,289,580. The revenue estimate includes 0% COLA, apportionment reduction of \$8.2 million, and 0% growth funds 2011-2012. Student fees have increased to \$46 per unit.

Expenditure Estimate

The Tentative Budget includes \$503,446 for step and column increases. Health and Welfare benefit costs increased from \$14,650 to \$15,000 per employee. This added \$1.0 million to the unrestricted general fund expenditure budget. The PERS contribution rate increased from 10.923% to 11.417% and unemployment insurance decreased from 1.6% to 1.1% for the 2012-2013 fiscal year. The budget also includes reductions of 3% for management and classified employees.

Each college is provided a basic allocation, fixed costs increases and \$3,655 per FTES in the budget model. Final allocations include each college and the district office sharing in budget cuts driven by reduced class offerings, salary savings from the ENP program, vacant positions, negotiated savings and reductions in other discretionary expenditures. Overall the district addressed a \$6.6 million internal operating deficit.

Undistributed Reserve

The Tentative Budget presents a Reserve for Contingencies of \$11,600,000 which is 5.5% of prior year expenditures.

After review by the Chancellor and the Vice Chancellor of Administrative Services, it is recommended that the Tentative Budget for 2012-2013 be adopted. (Attachment # 3)

CONSENT CALENDAR

(Yellow Pages)

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

5. Travel

Subject 5.01 DIS - Authorization for Administratively Approved Travel

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Meeting Juli 20, 2012 Regular Meeting and budget study Session 2012

Category 5. Travel

Access Public

Type Consent

These items are listed for Board ratification, having been previously approved by the Chancellor due to extreme hardship or substantial impairment to the District, pursuant to Board Policy 6972.

ADMINISTRATIVE APPROVALS April 26, 2012-June 13, 2012

Carol E Barnes, Counselor (OCC), to attend the Western Regional Honors Council Conference, April 11-14, 2012, Albuquerque, NM, without loss of salary, with reimbursement for allowable expenses of \$1500, including a registration fee of \$175, travel by Air Coach, to be paid from ASOCC Honors Funds. The reason for this revision is to correct description of funding source.

Revised Admin. Approval: 4/8/2012

Wes Bryan, President (GWC), to attend the ACCCA Board Meeting, June 13-15, 2012, Santa Rosa, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, to be paid from College Discretionary Funds.

Administrative Approval: 5/16/2012

Aureliano Cervantes, Inst Assoc-Weld Mach (OCC), to attend the 2012 Society of Manufacturing Engineers, June 2 - 6, 2012, Cleveland, OH, without loss of salary, with reimbursement for allowable expenses of \$2500, including a registration fee of \$495, travel by Air Coach, to be paid from IDRC Digital Manufacturing Grant - Categorical Funds.

Administrative Approval: 5/17/2012

Barbara Cooper, Instructor (OCC), to attend the Online Teaching Conference 2012, June 12 - 15, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from Academic Senate Professional Development submitted late for admin approval due to late request from division.

Administrative Approval: 6/7/2012

Kimberly Francis, Staff Asst Sr Rhorc (GWC), to attend the Regional Testing Center Training, Mission College, June 8, 2012, Santa Clara, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from No Cost to the College.

Administrative Approval: 5/25/2012

Amythyst D Fritzler, Hourly Instructor (OCC), to attend the American College Dance Festival, March 23, 2012, Dominguez, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$120, to be paid from ASOCC, Ancillary Account submitted after-the-fact due to paperwork being misplaced.

Administrative Approval: 5/17/2012

Albert M Gasparian, Dean (GWC), to attend the California Community Colleges Athletic Directors Association Spring Meeting, June 4-7, 2012, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Fundraising Auxiliary. Administrative Approval: 5/15/2012

Albert M Gasparian, Dean (GWC), to attend the 2012 National Alliance of Two Year College Athletics Association and National Association of Directors of College Athletics Convention, June 23-28, 2012, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$375, travel by Air Coach, to be paid from Fundraising Auxiliary. Administrative Approval: 5/15/2012

Patrick G Gleason, Hourly Instructor (OCC), to attend the American Collegiate Rowing Association Rowing Championship, May 23 - 27, 2012, Gainesville, GA, without loss of salary, with reimbursement for allowable expenses of \$1100, including travel by Air Coach, rental car and insurance, to be paid from Men's Crew Ancillary Funds submitted for after-the-fact administrative approval due to late submission from division office.

Administrative Approval: 6/11/2012

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend the National League for Nursing - Opening Doors to Leadership - Power, Purpose, Passion, September 19 - 22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$875, to be paid from IPD AFT funds.

Administrative Approval: 5/18/2012

Fabienne McPhail Naples, Vice President (GWC), to attend the Stanford Human Rights Education Initiative Symposium, June 8-10, 2012, Stanford, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, rental car and insurance, to be paid from General Funds. Administrative Approval: 5/15/2012

Barbara A Miyadi, Instructor (GWC), to attend the National League for Nursing Education Summit, September 20-22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$1050, to be paid from IPD AFT Conference funds F/T. Submitted for administrative approval due to registration deadline.

Administrative Approval: 5/25/2012

Melissa M Moser, Dir Financial Aid (OCC), to attend the Chancellor's Office All Directors' Training, April 24 - 27, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$996, including a registration fee of \$200, travel by Air Coach, to be paid from Categorical Financial Aid Funds. The reason for this revision is to change the total reimbursement amount. Revised Admin. Approval: 5/14/2012

Oscar Ortiz, Instructor (OCC), to attend the U.S. Green Building Council Green Education Services, May 11, 2012, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$349, to be paid from CFE Contracted Full-Time Conference General Funds Submitted for administration approval due to late submission of paperwork to President's Office. The reason for this revision is to correct the control number and allow it to be used for the appropriate conference.

Revised Admin. Approval: 5/8/2012

Oscar Ortiz, Instructor (OCC), to attend the U.S. Green Building Council Green Education Services, June 8, 2012, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$349, to be paid from CFE Contracted Full-Time Conference General Funds. The reason for this revision is to change the date of the conference.

Revised Admin. Approval: 5/16/2012

Diep N Pham, Instructor (GWC), to attend the National League for Nursing Education Summit, September 19-22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD AFT Conference funds F/T. Submitted for administrative approval due to registration deadline.

Administrative Approval: 5/25/2012

Omid A Pourzanjani, Dean (GWC), to attend the Career and Technical Data Summit, June 12, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$260, including travel by Air Coach, to be paid from VTEA/Perkins funds.

Administrative Approval: 5/25/2012

Omid A Pourzanjani, Dean (GWC), to attend the Association of California Community College Administrators, June 13-15, 2012, Santa Rosa, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from No Cost to the College. Administrative Approval: 5/15/2012

Vincent P Rodriguez, Dean, Distance Learning (CCC), to attend the Accreditation Commission for Community and Junior Colleges, Distance and Correspondence Education Task Force Meeting, May 25, 2012, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency Administrative Approval is requested because meeting was just confirmed and it will be held prior to the June 20th Board meeting... Administrative Approval: 5/23/2012

Andreea M Serban, Vice Chancellor (CCCD), to attend the Board of Directors of the Institute for the Study of Knowledge Management in Education, June 7 & 8, 2012, Half Moon Bay, CA, without loss of salary. with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from Management Conference Lodging and meals to be paid by the hosting organization. Administrative Approval: 6/20/2012

Teresa J Speakman, Instructor (GWC), to attend the Process Oriented Guided Inquiry Learning Summer Regional Workshop, July 10 - 17, 2012, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$195, travel by Air Coach, to be paid from IPD AFT funds. The reason for this revision is to change the travel dates. Revised Admin. Approval: 5/14/2012

Chau D Tran, Hourly Instructor (CCC), to attend the Acceleration in Context Summer Institute, June 14-15, 2012, Hayward, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Basic Skills Grant (remainder paid by sponsoring agency). This follow-up to the AIC workshop held on 3/16/12 at CCC will position attendees for student success goals. The invitation arrived late and the event is prior to the 6/20/12 Board meeting. Administrative approval is requested... Administrative Approval: 5/31/2012

Administrative Approval: 5/31/2012

Jamie L Tran, Temp Instructor (GWC), to attend the National League for Nursing Education Summit, September 20-21, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$740, to be paid from IPD 50-60% P/T Faculty conference funds. Administrative Approval: 5/25/2012

Karen T Tran, Accounting Tech (DIST), to attend the Women Hold Up Half the Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Categorical Staff Development. The reason for this revision is the control number was entered incorrectly as 66070 originally, and should have been 66970. Revised Admin. Approval: 5/3/2012

Thi Y Tran, Hourly Instructor (GWC), to attend the National League for Nursing Education Summit, September 19, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$925, to be paid from IPD 50-60% P/T Faculty conference funds. Submitted for administrative approval due to registration deadline. Administrative Approval: 5/25/2012

Michelle R Wild, Instr/Coord (CCC), to attend the New Horizons in Cognitive Rehabilitation: Veterans Polytrauma Conference, June 18-20, 2012, Atlanta, GA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from AB77 Funds Administrtive

Approval is requested because the invitation to present at this Veterans conference was just extended to Professor Wild and the attendance date is prior to the June 20th Board meeting.. Administrative Approval: 5/17/2012

Susan F Winterbourne, Counselor (CCC), to attend the Acceleration in Context Summer Institute, June 14-15, 2012, Hayward, CA, without loss of salary, with reimbursement for allowable expenses of \$160, to be paid from general funds (remainder is paid by sponsoring agency) This follow-up to the AIC workshop held on 3/16/12 at CCC will position attendees for student success goals. The invitation arrived late and the event is prior to the 6/20/12 Board meeting. Administrative approval is requested..

Subject 5.02 DIS - Authorization for Attendance at Meetings and/or Conferences

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 5. Travel

Access Public

Type Consent

(1) Meetings for the Board of Trustees

Jerry M Patterson, Board Member (CCCD), to attend the Association Community College Trustees (ACCT) 43rd Annual Leadership Congress, October 8-11, 2012, Boston, CA, with reimbursement for actual expenses, including a registration fee of \$725, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Walter R Banoczi, Instructor (OCC), to attend the Annual Neurodiagnostic Society Meeting, August 1 - 5, 2012, St. Paul, MN, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$475, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Sarah A Chang, Hourly Counselor (CCC), to attend the 2012 On Course National Conference, April 27-28, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$395, to be paid from VTEA 2011-12 Grant Funds. The reason for this revision is to increase registration amount to \$395. There is no change to the total reimbursement requested.

Lynne M Cottrell, Instructor (OCC), to attend the Medical Assisting Educatin Review Board Accreditation Workshop, September 7 - 9, 2012, Scottsdale, AZ, without loss of salary, with reimbursement for allowable expenses of \$876, including a registration fee of \$200, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted Full-Time Conference Funds.

Lynn M Dahnke, Director, Marketing/Product Dev (CCC), to attend the Fifth Annual International Symposium for Emerging Technologies for Online Learning-Sloan Consortium, July 24-28, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1430, including travel by Air Coach, rental car and insurance, to be paid from OL&IT Ancillary.

Rendell E Drew, Instructor (OCC), to attend the California Great Teachers Seminar, July 29 - August 3, 2012, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$1225, to be paid from CFE Contracted Full-Time Conference General Funds.

Farzane Farazdaghi, Hourly Instructor (GWC), to attend the Dahn Master Course, July 22-28, 2012, New York, NY, without loss of salary, with no reimbursement authorized from District funds, to be paid from No Cost to the College.

Angela C Gomez, Mil/Cont Ed Tech Int (CCC), to attend the Department of Defense Worldwide Education Symposium 2012, July 23-27, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1700, including a registration fee of \$600, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Jarren T Gonzales, Instructor (OCC), to attend the Curriculum Institute, July 11 - 15, 2012, Burlingame, CA, without loss of salary, with reimbursement for allowable expenses of \$1500, including a registration fee of \$725, travel by Air Coach, to be paid from Academic Senate Professional Development.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Department of Defense Worldwide Education Symposium and Expo, July 21-28, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$600, to be paid from Contract Education ancillary funds.

Anna M Hanlon, Instructor (OCC), to attend the Academic Senate of Community Colleges 2012 Curriculum Institute, July 12 - 14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1225, including a registration fee of \$350, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted Full-Time Conference Funds.

Geoffrey W Hurst, Sys Analyst Special (OCC), to attend the CollegeNet User Conference 2012, July 8, 2012 through July 11, 2012, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$495, travel by Air Coach, to be paid from District General Funds For technical information Live25 Implementation.

Daniel J Johnson, Instructor (CCC), to attend the Academic Senate for California Community Colleges Curriculum Institute, July 11-14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1225, including a registration fee of \$725, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Academic Senate Conference Funds.

Daniel J Johnson, Instructor (CCC), to attend the Academic Senate for California Community Colleges Student Learning Outcomes Pre-Session, July 11-14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including a registration fee of \$50, travel by Air Coach, to be paid from Academic Senate Conference Funds.

Daniel R Johnson, Athletic Facilitator (GWC), to attend the Getting to Know your iPad in Education Workshop, March 16, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from , CCA Conference Funds This request was pulled from the agenda at the February 15, 2012 Board meeting. It has been approved to resubmit by the P/T Faculty Union President..

Andrew C Jones, Chancellor (CCCD), to attend the Capella University Summer Advisory Council Meeting, July 10-11, 2012, Minneapolis, MN, without loss of salary, with reimbursement for actual expenses, to be paid from Chancellor's Conference funds. Airfare and lodging to be paid by sponsoring organization.

Andrew C Jones, Chancellor (CCCD), to attend the Chapman University's Economic Forecast Update, June 27, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$150, to be paid from Chancellor's office conference funds.

Danny C Jones, Executive Dean, DL & Pro Dev (CCC), to attend the Fifth Annual International Symposium for Emerging Technologies for Online Learning-Sloan Consortium, July 24-28, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1430, including travel by Air Coach, to be paid from OL&IT ancillary funds Hotel on the evening of July 27 to be paid from personal funds...

Janell M Keough, Mil/Cont Ed App Coor (CCC), to attend the Department of Defense Worldwide Education Symposium 2012, July 22-27, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$2100, including a registration fee of \$600, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the 2012 New York Nonprofit Conference, July 24-27, 2012, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$2800, including a registration fee of \$779, travel by Air Coach, to be paid from Foundation Ancillary funds.

Emily N Kraemer, Hrly/Temp Service (OCC), to attend the A Head Start On Science Workshop, June 25 - 29, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$650, to be paid from Children's Center Foundation Ancillary Funds.

Bryan J Kramer, Instructor (GWC), to attend the Skills USA Conference, June 22-27, 2012, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from VTEA/Perkins funds.

Lisa S Lee, Instructor (CCC), to attend the Chinese National Association of Mathematics Education International Conference, June 28-July 2, 2012, Guilin Guangxi, China without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$200, travel by Air Coach, to be paid from Basic Skills funds (remainder personal funds).

Lisa S Lee, Instructor (CCC), to attend the The 12th International Congress on Mathematical Education (ICME), July 7-15, 2012, Seoul, Korea without loss of salary, with reimbursement for allowable expenses of \$250, including a registration fee of \$400, to be paid from College Support Ancillary funds (remainder from personal funds).

Frederick J Lockwood, Instructor (CCC), to attend the Entrepreneurship Meeting at Sacramento Chamber of Commerce, June 27-28, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from VTEA grant funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline's Education Bound United States (EBUS) Site Visit, June 24-30-2012, Seoul, Korea without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Contract Education Ancillary Funds (Airfare & lodging paid by sponsoring agency, Times Media.).

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline's Education Bound United States (EBUS) Site Visit, July 22-28, 2012, Seoul, Korea without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Contract Education Ancillary Funds (Airfare & lodging paid by sponsoring agency, Times Media.). The reason for this revision is to change travel and attendance dates.

Joy L Myers, Coordinator (OCC), to attend the Hygiene A-dec Technical Training, July 16 - 20, 2012, Newberg, OR, without loss of salary, with reimbursement for allowable expenses of \$220, including travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Kevin A Myers, Instructor (OCC), to attend the Jingdezhen Porcelain Center, August 30 - September 14, 2012, Janqxi Province, China without loss of salary, with reimbursement for allowable expenses of \$1600, including travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds. The reason for this revision is to change the travel dates.

Deborah G Orrill, Hourly Instructor (GWC), to attend the 1st National Zero Waste Business Conference, June 26-27, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$325, to be paid from Department of Labor Grant funds.

Vinta M Oviatt, Librarian (OCC), to attend the Strengthening Student Success, October 3 - 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$450, to be paid from CFE Contracted Full-Time Conference Funds.

Clyde H Phillips, Counselor (OCC), to attend the Umoja Summer Learning Institute, July 5 - 13, 2012, Santa Rosa, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$600, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Omid A Pourzanjani, Dean (GWC), to attend the California Community College Association of Occupational Education Retreat, July 12-13, 2012, Sacramento, CA, without loss of salary, with

reimbursement for allowable expenses of \$620, including travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds.

Omid A Pourzanjani, Dean (GWC), to attend the U.S. News STEM Solutions 2012 Leadership Summit, June 26-29, 2012, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$1410, including travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds.

Jose P Roxas, Inst Assoc-Bused Cmp (GWC), to attend the 2012 College Net User Conference, July 7-14, 2012, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1900, including a registration fee of \$475, travel by Air Coach, to be paid from District funds.

Patricia R Russell, Wrkr Comp Specialist (CCCD), to attend the Council of Self-Insured Public Agencies (COSIPA) workshop "Peace, Love and Workers' Compensation, June 21, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$155, including a registration fee of \$150, to be paid from Risk Services CFCE Conference Funds.

Colleges D Rymas, Insur Claims Special (CCCD), to attend the Statewide Association of Community Colleges (SWACC), June 21 - 22, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Risk Services CFCE Conference Funds to attend Underwriting Committee meeting. Airfare and Lodging reimbursed by SWACC.

Robert S Schneiderman, Counselor (OCC), to attend the 25th International Conferences - First Year Experiences, July 15 - 20, 2012, Vancouver, Canada without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$650, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Paula Spiniello Duran, Hourly Instructor (GWC), to attend the 1st National Zero Waste Business Conference, June 26-27, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$325, to be paid from Department of Labor Grant funds.

Caroline Spoja, Staff Assistant Senior-Counsel (CCC), to attend the American Student Government Association New Officer Training Conference, July 12-16, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1570, including a registration fee of \$339, travel by Air Coach, to be paid from ASG Conference funds.

Amy Thach, Temp Instructor (GWC), to attend the National League for Nursing Education Summit - Opening Doors to Leadership: Purpose, Power, Passion, September 19-22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$875, to be paid from IPD AFT Conference funds F/T.

Cody Joe Keith Torre, Student Trustee (Dist), to attend the Community College League of California Student Trustee Workshop, August 10-11, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$270, travel by Air Coach, to be paid from District Conference Funds.

Chau N Tran, Mil/Cont Ed Tech Int (CCC), to attend the Los Angeles Air Force Base Education Fair, August 14, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Ancillary Funds.

Chau N Tran, Mil/Cont Ed Tech Int (CCC), to attend the Fort MacArthur Education Fair, August 13, 2012, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Ancillary funds.

Chau N Tran, Mil/Cont Ed Tech Int (CCC), to attend the Education Fairs at Edwards and Vandenberg Air Force Bases, August 15-16, 2012, Palmdale and Lompoc, CA, without loss of salary, with reimbursement for allowable expenses of \$750, to be paid from Contract Education ancillary funds.

Michelle R Wild, Instr/Coord (CCC), to attend the California Statewide Collaborative for Military Families, May 29, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including travel by Air Coach, to be paid from AB77 Catagorical Funds. The reason for this revision is to increase reimbursement amount by \$25 for a total reimbursement of \$275.

Michelle R Wild, Instr/Coord (CCC), to attend the East Bay Collaborative, June 27-28, 2012, Martinez, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including travel by Air Coach, to be paid from AB77 Funds.

Lois Y Wilkerson, Interim Vice Pres, Stud Svcs (CCC), to attend the American Student Government Association New Officer Training Conference, July 12-16, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1570, including a registration fee of \$339, travel by Air Coach, to be paid from ASG Conference funds.

6. Approve Revision to the Job Specification for the Secretary of the Board of Trustees

Subject 6.01 Approve Revision to the Job Specification for the Secretary of the Board

of Trustees

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 6. Approve Revision to the Job Specification for the Secretary of the Board of Trustees

Access Public

Type Consent

Approve Revision to the Job Specification for the Secretary of the Board of Trustees

The Job Description for the Board Secretary position has been updated for the recruitment process. After review for compliance with Board Policy by General Counsel, two changes were required to reflect current policy, along with some clerical/punctuation changes. The final version is provided along with a redlined copy for your easy review, as Attachment # 4.

These changes make the position specification consistent with board policy by providing that the Board Secretary works for the Board of Trustees, who hire and evaluate this employee; and the Board Secretary handles public record requests.

File Attachments

Secretary of the Board93184 Final Copy.pdf (115 KB)

Secretary of the Board93184 Red lined copy.pdf (118 KB)

7. Curriculum Approval

Subject

7.01 DIS - Curriculum Approval

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

7. Curriculum Approval

Access

Public

Type

Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

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

File Attachments

Curriculum - 6-20-2012.docx (39 KB)

Curriculum - June 20, 2012

Approval of New Courses

The Coastline College and Golden West 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 College

Effective Fall 2012

BIOL C180 - Cell and Molecular Biology: 4.0 units

Semester length; 54 lecture hours, 54 non-lecture hours; advisory: Eligibility for ENGL C100; prerequisite: CHEM C180 or equivalent; fee: none; grading method: letter grade; repeatability: none. This course, intended for biological sciences and pre-health profession majors, explores principles and applications in cell and molecular biology. Topics include biological molecules; homeostasis; viruses; eukaryotic/prokaryotic cell structure and function; cell metabolism, including photosynthesis and respiration; cell communication; cell reproduction and its controls; classical (Mendelian) genetics; molecular genetics; and biotechnology.

BIOL C185 - Diversity of Organisms; 5.0 units

Semester length; 54 lecture hours, 108 non-lecture hours; prerequisite: BIOL C180; fee: none; grading method: letter grade; repeatability: none. This course is a survey of the basic biology and diversity of unicellular and multicellular organisms. It emphasizes general biological principles, such as classification, structure, function, evolution, and environmental interactions. Topics include morphological and molecular phylogeny, comparative anatomy, physiology, development, evolution, taxonomy, behavior, and ecology. Designed for biological science majors.

BIOL C281 - Biochemistry; 2.0 units

Semester length; 36 lecture hours; prerequisite: BIOL C180, CHEM C220 and CHEM C220L with a grade of C or better; corequisite: enrollment in CHEM C225 and C225L; fee: none; grading method: letter grade; repeatability; none. An introduction to the chemistry of biology. This course serves to satisfy transfer requirements for some biology majors.

BIOL C282 - Biochemistry; 2.0 units

Semester length; 36 lecture hours; prerequisite: BIOL C281 with a grade of C or better; fee: none; grading method: student option; repeatability; none. An introduction to molecular biology, emphasizing gene structure and function. This course serves to satisfy transfer requirements for some biology majors.

Golden West College

Effective Fall 2012

Automotive Technology G203 - Engine Performance Specialist 1; 14.5 units

Semester length; 207 lecture hours, 162 non-lecture hours; prerequisite: none; fee: \$30.00; grading method: student option. Auto G203 is the first of two training courses leading to the Option 2 - Auto Technology Engine Performance Specialist Certificate. It covers three automotive technical areas: Engine repair, electrical basics, and engine performance.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions

The Coastline College and Golden West 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 College

Effective Fall 2012

FROM TO

ART C263 - Watercolor 1

Semester Hours: 54 Lecture 27 Lecture/81 Non-Lecture

GEOL C141 - Geology Lab

Course Number: GEOL C141 GEOL C105L

SPED C461 – Vocational Preparation and Readiness

Repeatability: None 1

Semester Hours: 27-108 non-lecture 16-64 non-lecture

SPED C462 - Career Development for the Disabled

Repeatability: None 3

SPED C464 - Identifying Career Options for the Disabled

Repeatability: None 3

SPED C465 - Job Search Strategies and Skills for the Disabled

Repeatability: None 3

SPCH C100 - Interpersonal Communication

Course Name: Speech C100 Communication Studies C100

SPCH C101 - Fundamentals of Human Communication

Course Name: Speech C101 Communication Studies C101

SPCH C110 - Public Speaking

Course Name: Speech C110 Communication Studies C110

SPCH C200 - Public Communication

Course Name: Speech C200 Communication Studies C200

Golden West College

Effective Fall 2012

FROM TO

Kinesiology G101 - First Aid/Cardio-Pulmonary Resuscitation

Course Number: HLED G112 KIN G101

Semester hours: 36 54

Units: 2.0 units 3.0 units

Course Suspensions:

The Golden West College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following courses be suspended from the curriculum:

Golden West College

Effective Fall 2012

CJ G007	EMS Requirements
CJ G071	PC 832 Laws of Arrest
CJ G072	PC 832 Laws of Arrest - Firearms
CJ G160	Introduction to Forensic Science
CJ G161	Fingerprint Identification
CJ G165	Forensic Photography

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

Approval of New Program/Options

The Coastline College and Golden West College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following program be approved for inclusion in the curriculum:

Coastline College

Effective Fall 2012

Associate in Arts in HISTORY for Transfer (AA-T) Transfer Degree

REQUIRED COURSES (6 units) History C170 History C175	United States History to 1876 United States History Since 1876		Units 3.0 3.0
List A (two courses, one from ea	ach group-6.0 units)		
Group 1	,	3.0	
History C161	World History 1	3.0	
History C180	Western Civilization 1	0.0	
Group 2			
History C162	World History 2	3.0	•
History C185	Western Civilization 2	3.0	
·		0.0	6.0
List B (one course from each of	the 2 areas-6.0 units)		0.0
Area 1	·		
Anthropology C150	World Cultures	3.0	
Geography C100	World Regional Geography	3.0	
History C115	Latin American History and Culture	3.0	
History C121	History of American Women	3.0	
History C122	Chicano History	3.0	
History C124	Vietnamese-American History & Culture	3.0	
History C128	History of Modern China	3.0	
History C146	History of Mexico	3.0	
History C161	World History 1	3.0	
History C162	World History 2	3.0	
Political Science C185	Comparative Politics	3.0	
			3.0
Area 2			2.0
Anthropology C100	Cultural Anthropology	3.0	
Art C100	Art History and Appreciation 1	3.0	
	• •		

Psychology C100 Sociology C100	Introduction to Psychology Introduction to Sociology	3.0 3.0	
Political Science C180	American Government	3.0	
Music C143	History of Jazz	3.0	
Music C139	History of Rock Music	3.0	
Music C100	History and Appreciation of Music	3.0	
History C155	The American West	3.0	
History C135	History of Britain and Ireland 2	3.0	
History C132	History of Britain and Ireland 1	3.0	1
Geography C185	Cultural Geography	3.0	
Art C101	Art History and Appreciation 2	3.0	

Golden West College

Effective Fall 2012

Associate in Science degree in Business Administration for Transfer

Required Courses (17 units) ACCT G101 Financial Accounting ACCT G102 Managerial Accounting ECON G170 Principles of Micro-Economics ECON G175 Principles of Macro-Economics BUS G110 Business Law Or BUS G108 Legal Environment of Business	4.0 4.0 3.0 3.0
List A (select one): (3-4 units) MATH G140 Business Calculus MATH G160 Introduction to Statistics	4.0 4.0
List B (select two): (6-8 units) Any course from List A not already used CS G130 Survey of Computer Science/Info Tech BUS G100 Introduction to Business BUS G139 Business Communication	4.0 3.0 3.0
Required Subtotal CSU General Education Breadth or IGETC Transferable Electives (as needed to reach 60 transferable units) Degree Total	27.0-29.0 units 37.0-41.0 units 60.0 units

Associate in Arts degree in Kinesiology for Transfer

Required Courses: (14 units)	UNITS
KIN G100 Intro to Kinesiology	3.0
BIO G220 Human Anatomy with Lab	4.0
BIO G225 Human Physiology with Lab	4.0

Movement Based Courses: (maximum3) Select a maximum of one (1) course from any four (4) of the

following areas for a maximum of three units.

Degree Total	60.0 units
Required Subtotal CSU General Education Breadth or IGETC Transferable Electives (as needed to reach 60 transferable units)	21.0-23.0 units 37.0-41.0 units
Kin G101 First Aid/Cardio-Pulmonary Resuscitation	4.0 3.0
PHYS G120 Algebra Based Physics: Mechanics	5.0 4.0
CHEM G180 General Chemistry A	4.0 5.0
BIO G100 Introduction to Biology	4.0 4.0
List A (select two courses): MATH G160 Introductory to Statistics	4.0
PE G195 Volleyball	1.0
PE G192 Soccer	1.0
PE G186 Activities- Basketball	0.5-1.0
Team Sports	
PE G158 Tennis	1.0
PE G150 Badminton	1.0
PE G114 Surfing	1.0
PE G110 Swimming for Fitness	0.5-1.0
Individual Sports	
PE G181 Muscular Strength Training	1.0
PE G178 Cardiovascular Laboratory	0.5-1.0
PE G176 Total Fitness for Women	1.0
PE G173 Introduction to Weight Training	1.0
PE G172 Strength Training	0.2
PE G167 Super Circuit Weight Training	1.0
PE G166 Circuit Weight Training	0.5-1.0
PE G132 Pilates for Fitness	1.0
PE G130 Yoga	1.0
PE G105 Adapted Strength and Fitness	1.0
Fitness	
PE G111 Swimming	1.0
PE G109 Swimming for Fitness	1.0
PE G108 Adapted Aquatics	1.0
Aquatics	

Program/Option Revisions

The Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

Golden West College

Effective Fall 2012

<u>Design – Certificate of Achievement</u>

Required course: Add Design G101

Units: Decrease

From 18.0 to 17.0-18.0

Chassis and Drivetrain Specialist - Certificate of Achievement

Required course: Add Auto Tech G201

Auto Tech G202

Co-Op G104 Work Experience

Units:

Increase

From 23.5 to 24.5-25.0

Engine Performance and Emission Specialist - Certificate of Achievement

Required course:

Add

Auto Tech G203

Auto Tech G204

Co-Op G104 Work Experience

Units:

Increase

From 19.0 to 26.0

Program/Option Suspensions

The Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following program/options be suspended:

Golden West College

Effective Fall 2012

Criminal Justice: Forensics, Evidence, and Investigation - Major

Ecology - Major

8. Authorization for Student Trips

Subject 8.01 GWC - Student Trips

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 8. 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.

International Student Program Off-Campus Day Trips

Location: Various

Date(s): Summer and Fall 2012

Department: International Student Program

Cost/purpose/funding source: \$1,000 for food, materials and transportation from International Student

Program funds.

Puente Program End-of-the-Year Celebration

Location: Knott's Berry Farm Date(s): May 18, 2012 Department: Counseling

Cost/purpose/funding source: \$1,194.00 for tickets, food, DJ, and supplies from UCLA Puente funds. (Revision is to increase the cost from \$1,150 and include tickets in the expenses. Previous Board action:

5/2/12.)

Subject

8.02 CCC - Student Trip

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

8. Authorization for Student Trips

Access

Public

Type

Consent

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

Conference/Activity: Various Activities

Location: Indicated Below Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Bus

June 23 - Irvine Park and Zoo, Orange

June 30 - Downtown Disney, Anaheim

July 7 – Huntington Beach Pier, Huntington Beach July 14 – Huntington Central Park, Huntington Beach

July 21 - Fashion Island, Newport Beach

July 28 - Irvine Spectrum, Irvine

August 4 - South Coast Plaza, Costa Mesa

August 11 - TeWinkle Park, Costa Mesa

Conference/Activity: Various Activities

Location: Indicated Below Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Bus

June 25 - Environmental Nature Center, Newport Beach

July 2 - Downtown Disney, Anaheim

July 9 - IKEA, Costa Mesa

July 16 - Bella Terra Mall, Huntington Beach

July 23 - Balboa Fun Zone, Newport Beach

July 30 - Newport Sports Museum, Newport Beach

August 6 - Fountain Bowl, Fountain Valley

Conference/Activity: American Student Government Association Conference

Location: Orlando, Florida Dates: July 12 – 16, 2012

Department: Associated Student Government Cost/purpose/funding source: \$11,000; ASG funds

Transportation: Air Coach

Subject 8

8.03 OCC - Student Trips

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

8. Authorization for Student Trips

Access

Public

Type

Consent

The Architectural Technology field trip

Location: Chicago, Illinois and outlying areas

Date: Aug 4 - 14, 2012

Department: Technology Division

Cost/Purpose/Funding Source: Approximately 20 architecture students will be involved including students from Fall and Spring 2012. The students will be doing sketchbook and field research extending from studies on tall building started in Arch 220, as well as visiting transfer destination universities and visiting the Frank Lloyd Wright studios near Chicago. Students and faculty will pay for food, lodging, and

entrance fees out of pocket.

Transportation: District transportation

The OCC Men's and Women's Cross Country teams, PE A109 (#11214), ATHL A236 (#24482), and ATHL A253 (#24472) will be participating in a Cross Country Running Camp.

Location: Mammoth Lakes, CA Date: August 13-26, 2012

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college. Expenses paid out of pocket and foundation

funds

Transportation: Personal and District Vehicles

National Cheerleaders Association Summer Camp

Location: Las Vegas, NV Date: July 24-28, 2012

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$295

and the remainder of the cost will be paid with money earned through fundraising.

Transportation: Personal Vehicles

Universal Dance Association Collegiate Summer Camp

Location: Santa Barbara, CA Date: August 7-11, 2012

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$325

and the remainder of the cost will be paid with money earned through fund raising.

Transportation: Personal and District Vehicles

Big Bear Football Game Camp

Location: Big Bear, CA Date: August 20-25, 2012

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

Transportation: Personal Vehicles

Universal Dance Association Collegiate National Championships

Location: Orlando, FL

Date: January 15-22, 2013

Department: OCC Kinesiology & Athletics.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is approximately \$150 and the remainder of the cost will be paid with money earned through fundraising.

Transportation: Commercial Airlines and Personal Vehicles

Cheerpros State Championships

Location: Long Beach, Ca Date: January 29, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

Transportation: Personal Vehicles

JAMZ National Championships

Location: Las Vegas, NV Date: February 6-11, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is approximately \$200 and the remainder of the cost will be paid with money earned through fundraising.

Transportation: Personal and District Vehicles

United Performing Association Americup Challenge

Location: Minneapolis, MN Date: February 20-26, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college and no cost to participating student-athletes.

Transportation: Commercial Airlines and Personal Vehicles

National Cheerleaders Association Collegiate Championships,

Location: Daytona Beach, FL.

Date: April 8-16, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$200

and the remainder of the cost will be paid with money earned through fundraising.

Transportation: Commercial Airlines and Personal Vehicles

Journalism Association of Community Colleges Southern California Conference

Location: Cal State Fullerton, Fullerton, California

Date: Oct. 5 and 6, 2012

Department: Journalism/Literature and Languages

Cost/Purpose/Funding Source: NTE \$1,000 for 10 students and two faculty advisers conference

registration fees. From ASOCC funds. **Transportation:** Personal vehicles

Boating Trips for Marine Science A100 Lab Students

Location: Long Beach Marine Institute, Long Beach, CA

Dates: Fall 2012 Semester Department: Marine Science

Cost/Purpose/Funding Source: \$5000 from Marine Science Department general and ancillary funds

Transportation: District or Personal Vehicles

Geography 180/293 Field Study Course

Location: Northern California including Mammoth Lakes, Tahoe, Patrick's Point (Arcata), Sonoma Coast,

and Monterey Youth Hostel.

Dates: August 11-August 18, 2012.

Cost/Purpose/Funding Source: Expenses to be paid from Student fees and Foundation funds Transportation by District vans to be driven by staff/student drivers prequalified to drive the vans in accordance with CCCD policies.

Field Trips for Students in Math & Sciences

Location: Various Locations, CA Dates: Fall 2012 Semester

Department: Astronomy, Biology, Ecology, Geology, Marine Science, and Ornamental Horticulture

Cost/Purpose/Funding Source: Personal or departmental general and ancillary funds

Transportation: Personal and District Vehicles

9. Authorization for Special Projects

Subject 9.01 GWC - Special Projects

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 9. Authorization for Special Projects

Access Public
Type Consent

Criminal Justice Special Events

Date(s): July 1, 2012 - June 30, 2013

Department: Criminal Justice

Purpose: Criminal Justice special events include family day, open house, final inspections, career day,

and other agency related functions

Cost/purpose/funding source: \$750 for refreshments and decorations from Criminal Justice Center trust

funds.

Criminal Justice RBC and SIBC Graduations

Date(s): July 1, 2012 - June 30, 2013

Department: Criminal Justice

Purpose: Criminal Justice RBC and SIBC graduation ceremonies and receptions

Cost/purpose/funding source: \$800 for refreshments from Community Hosting ASGWC trust funds.

Golden West College Gala 2013

Date(s): March 23, 2013 Department: Foundation

Purpose: Annual fundraising event

Cost/purpose/funding source: \$100,000 for facility rental, food, entertainment, auction services, purchase of auction items including travel, goods, services, gift cards, alcohol, opportunity drawing registration fees, wine and alcohol service at event, printing, payroll, and event-planning meeting expenses from Foundation funds.

Science Showtime with Rotary Club of Huntington Beach

Date(s): September 28, 2012 Department: Math/Sciences

Purpose: To excite elementary school children about careers in science and engineering.

Cost/purpose/funding source: \$500 for chemistry items and other supplies from Chemistry Foundation

funds.

Golden West College Patrons Meetings

Date(s): Fall 2012
Department: Foundation

Purpose: Meet to discuss Patrons business and event planning

Cost/purpose/funding source: \$2,500 for food, supplies, decorations and honorariums from Patrons

General funds.

Golden West College Foundation Meetings

Date(s): Fall 2012 Department: Foundation

Purpose: Meet to discuss Foundation business and event planning.

Cost/purpose/funding source: \$2,000 for refreshments and supplies from Foundation funds

Digital Media Class Projects - Crew Meals

Date(s): July 1, 2012 - June 30, 2013

Department: Career and Technical Education/Digital Media

Purpose: Provide meals to student crews during video-taping athletic events for class projects Cost/purpose/funding source: \$3,600 for food from Class Projects/DVD Sales Income from Digital

Media/Video Production Trust Fund Account.

International Student Program Campus Events

Date(s): Summer and Fall 2012

Department: International Student Program

Purpose: Activities to retain international students and promote student success

Cost/purpose/funding source: \$1500 for food and supplies from International Student Program funds.

Nursing Student/CNSA Barbeque

Date(s): August 31, 2012 Department: School of Nursing

Purpose: CNSA hosting a Welcome BBQ luncheon for beginning/returning Nursing students.

Cost/purpose/funding source: \$300 for food, supplies, and decorations from CNSA Foundation funds.

Nursing Student Orientation Date(s): August 20, 2012

Department: School of Nursing

Purpose: Prepare new Nursing students for upcoming program expectations.

Cost/purpose/funding source: \$800 for handouts, food, supplies, and decorations from Nursing Student

Projects Trust funds.

POST Case Law Monthly Meetings

Date(s): 2012-13

Department: Criminal Justice

Purpose: Information, production and equipment status updates

Cost/purpose/funding source: \$750 for food and beverages from POST Case Law Today funds.

Mental Health Grant Monthly Training Sessions

Date(s): 2012-13

Department: Criminal Justice

Purpose: Designed to help law enforcement officers identify signs and symptoms of mental illness Cost/purpose/funding source: \$250 for refreshments and supplies from Mental Health Grant funds.

The Ballet Repertory Theater "Fall Festival"

Date(s): September 15-16, 2012

Department: Theater

Purpose: Dance/ballet concert

Cost/purpose/funding source: 50% of gross ticket sales from Theater Income Trust funds to be covered by

admission fees (\$18 general; \$14 seniors/children under 12).

The Ballet Repertory Theater "The Nutcracker"

Date(s): December 15-23, 2012

Department: Theater

Purpose: Dance/ballet concert

Cost/purpose/funding source: 50% of gross ticket sales from Theater Income Trust funds to be covered by

admission fees (\$18 general; \$14 seniors/children under 12).

Fall Studio Dance Concert

Date(s): December 11-12, 2012

Department: Dance

Purpose: Student dance concert

Cost/purpose/funding source: \$200 for refreshments, facilities, printing, costumes, mailing, and supplies from Dance Trust and ASB funds, to be covered by \$5 admission fees.

So-Cal Dance Invitational

Date(s): September 21-22, 2012

Department: Dance

Purpose: Student dance concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, costumes, mailing, and supplies from Dance Trust and ASB funds to be covered by admission fees (\$15 general; \$10 ASB/GWC, seniors and children under 12).

Music Concert "Hindsight is 20/20"

Date(s): December 7, 2012

Department: Music

Purpose: Student music concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, costumes, mailing, and supplies from Dance Trust and ASB funds to be covered by admission fees (\$15 general; \$10 ASB/GWC, seniors and children under 12).

Music Concert "Coffee House" Date(s): February 9-10, 2013

Department: Music

Purpose: Student music concert

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

The Ballet Repertory Theater "Cinderella"

Date(s): April 6-7, 2013 Department: Theater

Purpose: Dance/ballet concert

Cost/purpose/funding source: 50% of gross ticket sales from Theater Income Trust funds to be covered by admission fees (\$18 general; \$14 seniors/children under 12).

Music Concert "Hidden Haydn"

Date(s): May 18, 2013 Department: Music

Purpose: Student music concert

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

Spring Studio Dance Concert

Date(s): May 23, 2013 Department: Dance

Purpose: Student Dance Concert

Cost/purpose/funding source: \$200 for refreshments, facilities, printing, costumes, mailing, and supplies from Dance Trust and ASB funds to be covered by \$5 admission fees.

International Students Club Scholarship Awards

Date(s): June 21, 2012

Department: International Students Club

Purpose: To fund the two International Students Club AY 2011/12 scholarship winners Follett Bookstore Gift Certificates Cost/purpose/funding source: \$250.00 for Follett Bookstore Gift Certificates from International Students Club funds.

Perfect Meeting Attendance Award - Spring 2012

Date(s): June 21, 2012

Department: International Students Club

Purpose: To purchase two movie tickets for ISC ICC representative in acknowledgment for perfect

meeting attendance

Cost/purpose/funding source: \$17 for two movie tickets from International Students Club funds.

Dance Concert "Steps & Stories of American Dance Concert"

Date(s): May 18-19, 2013

Department: Dance

Purpose: Student Dance Concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, costumes, mailing, and supplies from Dance Trust and ASB funds, to be covered by admission fees (\$15 general; \$10 ASB/GWC, seniors

and children under 12).

Alpha Gamma Sigma Honor Society Southern California Conference

Date(s): October 27, 2012

Department: Student Activities

Purpose: Leadership Conference hosted by the Sigma Pi Chapter of Alpha Gamma Sigma Honor Society

at Golden West College

Cost/purpose/funding source: \$2,000 for registration, supplies, food, speaker honorariums, decorations and entertainment from club funds.

Alpha Gamma Sigma Honor Society Spring 2012 Meetings and Awards

Date(s): January 1 - June 30, 2012

Department: Student Activities

Purpose: Club sponsored meetings and award allocations throughout the spring semester

Cost/purpose/funding source: \$1,700 for food, publicity, supplies, decorations, flowers, speakers and AGS

Service Awards for students from club funds.

(Item is being submitted after the fact due to an oversight by office staff.)

New International Student Orientation

Date(s): June 15, 2012

Department: International Student Program

Purpose: Required orientation for all new international students

Cost/purpose/funding source: \$200 for refreshments and supplies from International Student Program

funds

(Request is being made after the fact because there was a delay in receiving confirmation of the needs for

this event.)

Community Engagement Breakfast

Date(s): June 12, 2012

Department: Office of the Vice President, Student Success

Purpose: Engage with community members by presenting accreditation information, obtaining community evaluations and providing interactive campus tours.

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

(Request is being after the fact because temporary office staff were unaware of the need for Board approval.)

School of Nursing Pinning Ceremony /Activities

Date(s): May 21-25, 2012 Department: School of Nursing

Purpose: Student activities and fundraisers for Nursing Pinning Ceremony

Cost/purpose/funding source: \$1,500 for food, decorations, vendors, technical support and additional

supplies from Foundation account funds.

(Revision is to add "technical support" to costs. Previous Board action: 3/7/12.)

Foundation Meetings & Events
Date(s): 2011-2012 Academic Year

Department: Foundation

Purpose: Hold miscellaneous meetings & events as needed

Cost/purpose/funding source: \$3,000 for refreshments, supplies and printing from Foundation funds.

(Revision is to increase cost from \$1,000. Previous Board action 7/20/11.)

GLASA Allotment Awards

Date(s): May 17, 2012

Department: Student Activities

Purpose: Allotment Awards for eight club members for club participation throughout the semester. Club

Advisor to submit names of award recipients to Student Activities Office.

Cost/purpose/funding source: \$1000 for gift cards (\$400/1st place, \$250/2nd place, \$150/3rd place, 4

runners-up @ \$20 each) from GLASA funds.

(Revision is to designate gift card amounts. Previous Board action: 5/16/12.)

Intercultural Program/Vietnamese Student Association presents "A Night of Culture"

Date(s): May 18, 2012

Department: Student Activities/Intercultural Program

Purpose: To showcase the talents of the Vietnamese Student Association members to the campus

community and members of the public

Cost/purpose/funding source: \$800 for supplies, equipment rental and audio/visual fees from Intercultural

Program funds.

(Revision is to increase the cost from \$500. Previous Board action: 5/2/12.)

ASGWC and Club Events Spring and Summer 2012

Date(s): January 27, 2012 - June 30, 2012

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, speakers, food, bake sales, fundraisers, drives, and demonstrations throughout the Spring 2012 semester. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

Cost/purpose/funding source: \$20,000 for various expenses from Associated Students, Club Accounts, and International Student Program funds.

(Revision is to include Summer 2012. Previous Board action: 5/2/12.)

ASGWC Awards Banquet

Date(s): May 25, 2012

Department: Student Activities
Purpose: Annual Awards Banquet

Cost/purpose/funding source: \$1,900 for food, supplies, awards and gift cards from ASGWC Awards

funds.

(Revision is to increase the cost from \$1,000. Previous Board action: 2/15/12.)

Subject 9.02 OCC - Special Projects

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 9. Authorization for Special Projects

Access Public

Type Consent

Project/Activity: Vietnamese Student Association Fundraiser

Date: May/June 2013

Department: EOPS/CARE at Orange Coast College

Purpose: To host 60 EOPS/CARE students and two staff members to attend the Vietnamese Student

Association Fundraiser at the Paracel Seafood Restaurant, Westminster, CA

Cost/Purpose/Funding Source: Total expenses \$1,500 to be paid from EOPS/CARE funds

Project/ Activity: OCC Science Night

Dates: October 19,2012

Department: Math and Sciences

Purpose: To motivate our students and promote community awareness of higher education, especially

with Math and Sciences

Cost/Funding Source: Total amount of \$15,000 for materials, food, transportation and printing to be paid

from Ancillary, General and Foundation funds.

Project/Activity: Honor's Society's Membership Fees for EOPS/CARE Students

Date: 2012-2013 Fiscal Year

Department: EOPS/CARE at Orange Coast College

Purpose: To pay Honor Society's membership fees for EOPS and CARE students who participate in Honor Society Programs such as Mu Alpha Theta, Alpha Gamma Sigma, Phi Alpha Mu, Psi Beta Honorary

Society, and Phi Theta Kappa

Cost/Funding Source: Cost will vary depending on number of students and honor society membership

dues; to be paid from EOPS/CARE funds

Project/Activity: Girls Inc. Program **Date:** 2012-2013 Fiscal Year

Department: EOPS/CARE at Orange Coast College

Purpose: To sponsor and provide support for the Girls Inc. program activities at OCC facilities such as

Science Hall, Lecture Hall, Pools, etc.

Cost/Funding Source: Expenses to be paid by the Girls Inc. Program. No cost to the College.

Project/Activity: Meal Cards/Tickets Program for EOPS/CARE students

Date: 2012-2013 Fiscal Year

Department: EOPS/CARE at Orange Coast College

Purpose: To provide meal cards/tickets to EOPS/CARE students through OCC Food Services and

Starbucks Coffee.

Cost/purpose/Funding Source: Total expenses \$30,000; to be paid from EOPS/CARE funds.

Project/Activity: Outreach Meetings, Workshops, and Tours

Date: 2012-2013 Fiscal Year

Department: EOPS/CARE at Orange Coast College

Purpose: To host various high school students and alternative programs such as Orange County

Department of Education, Coastal County Regional, One Stop Center, House of Hope, and Whittier Adult

School visiting OCC campus.

Cost/Purpose/Funding Source: Total expenses \$2,000; to be paid from EOPS/CARE funds.

Project/Activity: Special Events
Date: 2012-2013 Fiscal Year

Department: EOPS/CARE at Orange Coast College

Purpose: Host events to include Adopt-A-Family Program, Fundraising, Honors Celebration, Workshops,

Orientation and Meetings. Refreshments provided by OCC Food Services.

Cost/Purpose/Funding Source: Cost will vary depending on attendance and to be paid from

EOPS/CARE funds or EOPS/CARE fundraising funds.

Project/Activity: Financial Aid Staff Professional Development and Training

Date: July and October, 2012; January and May, 2013

Department: Financial Aid

Purpose: Staff training regarding regulations that have been modified for state and federal programs Cost/Purpose/Funding Source: Food, supplies, and related expenses to be paid from Board Financial

Assistant Program to an amount of \$4,000.00

Project/Activity: Variety of Meetings and Workshops

Date: 2012-2013 Academic year **Department:** Administrative Services

Purpose: Facilitate Emergency Management, Facilities/Measure C, Planning, Staff Training and other

items related to Administrative Services

Cost/Purpose/Funding Source: to an amount of \$3000.00 for supplies and refreshments to be paid from

general and ancillary funds

Project/Activity: Meetings and Events
Date: 2012-2013 Academic year
Department: Office of Instruction

Purpose: training and organizational meetings related to instructional activities

Cost/Purpose/Funding Source: to an amount of \$1000.00 for supplies and refreshments to be paid from

Ancillary funds.

Project/Activity: Tenure Track Faculty Luncheon

Date: Spring 2013

Department: Office of Instruction

Purpose: acknowledgement luncheon for tenure awards

Cost/Purpose/Funding Source: to an amount of \$500.00 to be paid from Ancillary funds

Project/Activity: Meetings and Events Date: 2012-2013 Academic year Department: President's Office

Purpose: training and organizational meetings related to Presidents Office duties

Cost/Purpose/Funding Source: to an amount of \$1000.00 for supplies and refreshments to be paid from

Ancillary funds.

Project/Activity: Co-sponsorship of district feeder high school soccer, tennis, swimming & diving, water polo, baseball, softball, track & field, volleyball, and basketball events on the OCC campus during the 2012 -2013 year.

Date: 2012-2013 academic year

Department: OCC Kinesiology & Athletics

Purpose: The purpose is to increase awareness of the OCC campus and its facilities, which will help with

recruiting.

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

Project/Activity: OCC Cheer & Dance "Goodbye Show" performances in the OCC gym.

Date: Various dates throughout the 2012-2013 academic year

Department: OCC Kinesiology & Athletics

Purpose: The purpose is to increase awareness of the OCC campus and its Cheer & Dance programs.

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

Project/Activity: Co-sponsorship of United States Tennis Association (USTA) tournaments on the OCC

tennis courts.

Date: Various dates between July 1, 2012- June 30, 2013 (2-4 dates total)

Department: OCC Kinesiology & Athletics

Purpose: These tournaments will promote awareness and exposure of the OCC campus and athletic

programs, which will help with recruiting.

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

Project/Activity: OCC Skills Clinics

Date: Various dates between July 1, 2012- June 30, 2013

Location: OCC Soccer Field & OCC Softball Field

Department: OCC Kinesiology & Athletics

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

go to the OCC men's and women's soccer and softball programs.

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

Project/Activity: OCC 8v8 Soccer Tournament

Date: Various dates between July 1, 2012- June 30, 2013

Location: OCC Soccer Field

Department: OCC Kinesiology & Athletics

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

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

Project/Activity: Vanguard University track & field workouts on the OCC track.

Date: Various dates throughout the 2012-2013 academic year

Department: OCC Kinesiology & Athletics

Purpose: The benefit to the college is that all Vanguard athletes enroll in an OCC KIN A 108 class and they compliment the OCC track & field workouts by working out alongside the OCC track & field team. The workouts will also promote awareness and exposure of the OCC campus and athletic programs.

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

Project/Activity: OCC Track & Field President's Day 5K Run

Date: February 18, 2013 Location: OCC campus

Department: OCC Kinesiology & Athletics

Purpose: Full-time faculty member (and head coach) John Knox to hold the annual OCC Track & Field President's Day 5K on the OCC campus. The event will promote awareness of the college and the track &

field program. The event will also raise money for the OCC track & field programs.

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

Project/Activity: American Red Cross CPR Certification classes.

Date: 2012-2013 academic year

Department: OCC Kinesiology & Athletics

Purpose: To re-certify OCC faculty and staff.

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

Project/Activity: Various coaches meetings, division meetings, and press conferences and special

events, banquets, team meals on and off campus

Date: 2012-2013 academic year

Department: OCC Kinesiology & Athletics

Purpose: The purpose is general.

Cost/Purpose/Funding Source: Cost for refreshments will be paid out of the participating team's ancillary

accounts and/or the Dean's Discretionary Account to an amount of \$3000.00

Project/Activity: Appreciation Luncheon for various departments on the OCC campus

Date: May 2013

Department: OCC Kinesiology & Athletics

Purpose: To thank the various departments that help the PE & Athletics division throughout the year.

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

fund accounts to an amount of \$2500

Project/Activity: Annual Athletic Hall of Fame Induction Ceremony and Reception.

Date: September or October 2012

Department: OCC Kinesiology & Athletics and Foundation

Purpose: To recognize the achievements and contributions of former athletes, coaches, and members of

the PE & Athletics division.

Cost/Purpose/Funding Source: to an amount of \$4000.00. All expenses will be paid out of division

ancillary accounts and/or general fund accounts and foundation funds

Project/Activity: National Intercollegiate Soccer Officials Association (NISOA) Meeting

Date: August 2012 (1 day- exact date not yet determined)

Location: OCC Track and Forum

Department: OCC Kinesiology & Athletics

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

and women's soccer programs.

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

Project/Activity: California State Youth Soccer Association (South) Soccer Camp- temporary use of

LeBard Stadium and OCC soccer field

Date: July 24-26, 2012

Department: OCC Kinesiology & Athletics

Purpose: Full-time faculty member (and head coach) Kevin Smith to host a soccer camp in order to promote the OCC campus, its facilities, and the men's & women's soccer programs. The camp will be an excellent recruiting tool and it will allow local student-athletes the opportunity to use OCC facilities.

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

Project/Activity: End Zone 24 - QR/WR Academy

Date: July 2 & 3, 2013

Department: OCC Kinesiology & Athletics

Purpose: The OCC football coaches to sponsor the End Zone 24 QB/WR Academy at OCC's LeBard Stadium and the OCC Fitness Complex classroom in order to work with potential quarterbacks and wide receivers in the OCC area. It will also promote the OCC campus, its facilities and the football program. **Cost/Purpose/Funding Source:** No cost to the college and no revenue is expected to be generated

Subject 9.03 CCC - Special Projects

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 9. Authorization for Special Projects

Access Public

Type Consent

Vietnamese Language Instructors' Conference

Date: 8/10/12 from 5 p.m. to 9 p.m. and 8/11/12 and 8/12/12 from 8:00 a.m. to 5:00 p.m.

Location: Le-Jao Center classrooms

Department: Marketing, PR, and Governmental Affairs (co-sponsored with Senator Lou Correa's office).

Purpose: Community event

Cost/purpose/funding source: \$1,600 in staffing fees to be paid by group, \$5,500 in-kind contribution from

Coastline (value of classroom space).

Art Gallery Reception Date: July 13, 2012

Location: Coastline Art Gallery

Department: Art

Purpose: Fundraising exhibit

Cost/purpose/funding source: Ancillary funds

Classified Senate End-of-the-Year Event Date: June 21, 2012, 12 p.m. – 2 p.m.

Location: College Center's 4th Floor Conference Room

Department: Classified Senate

Purpose: Celebrate classified staff and induct new board and senators.

Cost/purpose/funding source: Majority of funding based on participants' contribution of \$5/each.

Classified Senate will cover special guests' costs.

Career and Technical Education (CTE) Discipline Advisory Committee Meetings

Date: Various dates between July 1, 2012 and June 30, 2013

Location: Various locations
Department: Office of Instruction

Purpose: Development, implementation and revision of certificate programs.

Cost/purpose/funding source: No cost to District.

Event Sponsorship: Veteran Education Appreciation Day

Date: July 13, 2012

Location: Joint Expeditionary Base Little Creek - Ft. Story, VA

Department: Military/Contract Education Purpose: Outreach and Sponsorship

Cost/Purpose: \$108/Includes cost of tent cover, table and chairs to display brochures providing

educational access and outreach.

Funding Source: Contract Education ancillary funds

Title III Staff Development/Student Preparation and Orientation Activities

Date: Various dates between July 1, 2012 and June 30, 2013

Location: Coastline Facilities

Department: Planning and Development/Title III Office

Purpose: Conduct a series of staff development, and student preparation and orientation activities to

achieve the desired Title III objectives.

Cost: \$20,000/materials, refreshments, food and supplies

Funding Source: Title III grant funds and Foundation funds

Art Shows, Lectures and Art-Related Events
Date: Various dates throughout 2012-13

Location: Art Gallery Department: Art

Purpose: Fundraising and exhibitions

Cost/Purpose: Varying costs depending on number of events

Funding Source: Ancillary funds

Gerontology Networking Event

Date: September 19, 2012; 6:00 - 8:00 p.m.

Location: Coastline Art Gallery Department: Gerontology Purpose: Employer networking

Cost/purpose/funding source: \$200/materials and refreshments

Funding Source: Gerontology Foundation account

Foundation Board of Directors 2012-13 Annual Planning Meeting

Date: July 17, 2012

Location: Scott's Restaurant, Costa Mesa

Department: Foundation

Purpose: To hold Foundation Board of Directors Annual Planning Meeting for strategic planning for the

2012-13 fiscal year.

Cost/purpose/funding source: Expenses, paid out of Foundation ancillary funds, will vary dependent upon the number of Board members attending. The Foundation expects a maximum of 22 Board members, and expects total costs to be no more than \$1,200 for supplies, food, and materials.

10. Authorization to Apply for Funded Programs

Subject 10.01 DIS - Authorization to Apply for Funded Programs

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 10. Authorization to Apply for Funded Programs

Access Public

Type Consent

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

Coastline Community College has re-applied for the State Chancellor's Office, Career Technical Education Perkins 1B grant titled "Discipline/Industry Collaborative for Business Education". Coastline Community College (CCC) provides project and financial management for the Statewide Business/Industry Collaborative (BIC), which develops, implements, and promotes curriculum and student support initiatives for courses in the TOP codes defined for Business and Computer Information Sciences disciplines.

Fiscal Impact: If funded, Coastline Community College will receive \$270,000 from July 1, 2012 through June 30, 2013. No matching funds are required.

11. Authorization for Disposal of Surplus

Subject 11.01 Authorization for Disposal of Surplus

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 11. Authorization for Disposal of Surplus

Access Public

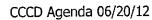
Type Consent

File Attachments

062012Surplus.pdf (25 KB)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
GOLDEN WEST COLLEGE	<u> </u>			
Refrigerator		3000713		l
Binding Machine		1002002		l l
ORANGE COAST COLLEG		· · · · · · · · · · · · · · · · · · ·		
Computer	9057294	GX270	83Z4341	Р
Computer	9057896	GX270	3F61441	. P
Computer	9054141	GX270	HN61441	Р
Computer	9054050	GX270	3061441	Р
Computer	9057326	GX270	HOC1441	Р
Computer	9054042	GX270	GR61441	Р
Computer	9057236	GX270	HR3Y441	Р
Computer	9057744	GX270	HP61441	Р
Computer	9056525	GX270	1VCG351	Р
Computer	9055508	GX270	8QLGK61	Р
Computer	9055441	GX270	33WJK61	Р
Computer	9055139	GX280	8WL8Z51	P
Computer	9057317	GX270	JZB1441	Р
Computer	9054041	GX270	J561441	P
Computer	9057794	GX270	CC61441	Р
Computer	9057429	GX270	HX68G41	Р
Scanner	9055866	4070	CN4CAAL3NV	Р
Scanner	9046970	4070	CN1A01D053	Р
Scanner	9046457	1220u	H8600693A021524	Р
Scanner	9046446	1220u	H8600693A021530	Р
UPS	2004800	600	W920857977	Р
UPS	2004799	600	W920840115	Р
Monitor	9053878	1702FP	MX08G1524760534PD53W	Р
Projector	9030097	HP L290	8997158	P
Projector	9021716	HP L290	506932	P
Portable Hard Drive	9013426		1410081307	P
Portable Hard Drive	9013427		1410080649	
Portable Hard Drive	9013424		1410082701	P
UPS	9045364	Pro 500	NB0120251784	P
UPS	9045368	Pro 500	NB0121150217	P .
Hard Drive	9046430		A552840	P
Hard Drive	9046429		A552842	P
Portable Hard Drive	9046431		245458	P
Printer	9066893	Photo 966	CG6LG91	Р

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9047093	1200 Series	CNBRC35412	Р
Printer	9012919	LaserJet 4	JPBK063404	Р
Printer		LaserJet 5	JPKG012376	Р
Printer	9058204	Photo 960	EPVY024861	Р
Printer	9060286	A3LML-2550	PMY014614	Р
Printer	9060287	A3LML-2550	PMY014616	Р
Printer	9060288	A3LML-2550	PMY014492	Р
Printer	9046822	A3LML-1650	YY6-002749	Р
Printer	9022301	12/640 PS	XH7170H25AJ	Р
Computer	9053315	ACP-MT3	43326	Р
Computer	9031002	ACP-MT3	25763	Р
Computer	9056704	ACP-MT3	25815	Р
Computer	9025008	ACP-MT3	25785	Р
Computer	9031247	ACP-MT3	25823	Р
Computer	9031248	ACP-MT3	25960	Р
Computer	9034822	ACP-MT3	25957	Р
Monitor	9032891	VP150	E800872408	Р
Monitor	9031909	VP150	E890420108	Р
Monitor	9025691	VP150	E893144088	Р
Monitor	9025695	VP150	E893144065	Р
Monitor	9032890	VP150	E800872398	Р
Monitor	9033725	Studio Display	CY1060ATJPC	Р
Monitor	9054680	PowerMAC G4	XB21106ZM1X	P
Monitor	9056738	EN-910e	40A2042-6732AJL	Р
Scanner	9046458	ASTRA 12204	H8600693-A019220	Р
Computer	9044000	Dimension8300	GV0R931	Р
Printer	9032965	ColorJet 4500N	JPFCH00366	Р
Computer	9057428	GX270	HW68G41	Р
Computer	9057889	GX270	3G61441	Р
Computer	9071199	MMP	5H82C01	Р
Printer	9022919	LaserJet 6MP	USCD143135	Р
Printer	9023183	LaserJet 6MP	USH093807	Р
Printer	9024285	LaserJet 6MP	USD137197	P
Printer	9024751	LaserJet 6MP	USDF024267	Р
Printer	1000123	LaserJet 4	USBC108647	Р
Printer	2004753	LaserJet 4	JPFL003511	Р
Printer	9030062	DocuPrint P1210	VD8-003325	Р
Printer	9060287	Phaser 3450	PMY014616	Р



ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9055868	8400	RPC147391	Р
Printer	9025504	2100	USCB048287	P
Printer	9055775	Phaser 3450	PMY006955	Р
Printer	9047682	N2125	71377	Р
Printer		PSC1350	MY44ID813D	Р
Printer	9060744	PSC2355	MY537F30VS	Р
Computer	9055924	GX280	8JSY571	Р
Printer	9060414	Phaser 3500	WPH026502	Р
Computer	9058488	GX270	DPKPM31	Р
Computer	9053714	GX280	FF2YC21	Р
Printer	9079359	LaserMFP1815dn	ONF565	Р
Computer	9060709	GX280	28L8S71	Р
Computer	9056602	GX270	G0FLG51	Р
Printer	9057679	Phaser 6250	RB06091627	Р
Monitor	9058911	1504PF	MX-0U3001-47605-418-A0S2	P
Monitor	9045844	1703FPI	CN-02Y318-71618-47D-AACY	Р
Computer	9057962	GX270	7L51441	P
Computer	9058739	GX270	HBB1441	Р
Port Replicator		PA-3508U-1PRP	47034111	. P
Ink Cartridges (4 boxes)				P
Monitor	9069867	1707FPI	CN-OCC280-71618-6CH-BBDX	Р
Printer Legs (1 box)				. P
Computer	9060716	GX280	C7L8S71	Р
Computer	9055375	GX280	CJ54J61	Р
VCR	9025107	XA-705	811714007	Р
Mouse				Р
Metal Pieces				Р
Speakers (3)				Р
Slide Projector	9019489	3170	170967	Р
Printer	9060757	Phaser 3450	PMY103979	Р
Monitor	9053280	Multisync 1850X		Р
Monitor	9049728	Ultra Sharp	MX-07R477-48323-3AF-05KP	P
Misc. Electronic Parts				P
Projector		B2	3260838	Р
Printer		2200D	JPDGG22326	Р
Printer	9064043	1710n	OJ9884-48730-62Q-43RY	Р
Monitor	9069506		CN-OCJ167-72872-6B4-18NU	Р
Monitor	9049729	Ultra Sharp	MX-07R477-48323-3AF-05KP	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ZIP Drives			***	Р
Projector	9028363	B2	2707620	Р
Projector Lens (4)				Р
VCR/DVD Combo	9055895	PV-D4744S	H4IA43768	Р
Power Cables (1 box)				Р
Electronic Parts (1 box)				Р
Monitor	9059751	TFT1780PS	MW-668-BOV-11822	Р
DVD/VCR Combo	9078273	SLV-D370P	535035	Р
Printer	9075041	948	CN-OXMJ00-73198-83Q-0346	Р
DVD/VCR Combo	9078208	A	671056	Р
DVD/VCR Combo			492806	Р
Monitor	9056365	1707FPC		Р
HeadSet Microphone (1 box)				. Р
Cameras (1 box)	9019774	Proline 195	B5HB00060	Р
Computer	9055388	GX280	7H74561	Р
Printer	9045841	Phaser 3450	PMY040944	P
Computer	9055385	GX280	3H74J61	Р
Projector	9034386	9700		Р
Monitor	9054805	1703FPt	CN-02Y315-71618-455-APBK	Р
Monitor	9060454	1704FPFt	CN-Oy4299-71618-5A6-ALYH	Р
Keyboards (73)				Р
Monitor	9060658	1704FTt	CN-0Y4299-71618-586-CASH	Р
Computer	9055380	GX280	8D54J61	Р
Computer	9058998	Power Book G4	QT3330V9N4K	Р
Computer	9058130	Power Book G4	QT3330VEN4K	Р
Computer	9058135	PowerBook G4	QT3330V7N4K	Р
Computer	9058996	PowerBook G4	QT3330UUN4K	Р
Computer	9058128	PowerBook G4	QT3330UXN4K	Р
Computer	9031572	PowerBook G3	QT90216MEEV	Р
Computer	9058142	PowerBook G4	QT3330V6N4K	Р
Computer	9058093	GX 270	C4G8831	Р
Computer	9058847	GX 270	1W61441	Р
Computer	9058083	GX 270	11G8831	Р
Computer	9058219	GX 270	6LMJH31	Р
Computer	9055119	GX 270	8DGCY51	P
Computer	9058111	GX 270	H2G8831	Р
Projector	9060747	NEC VT770	5600287FT	Р
Keyboards (10)	 			Р

		1	T	
ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO:	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9055855	GX 280	9MP6W61	Р
Computer *	9055507	GX 280	3QLGK61	Р
Printer	9071643	DeskJet 6940	MX 6838R16C	Р
Computer	9047469	GX 150	H17FS01	Р
Computer	9054977	GX 270	DNG6M41	Р
Computer	9056523	GX 270	GTCG351	Р
Printer	9017970	C3950A	USBK120236	Р
Projector Screens (4)				Р
Keyboard Mice (1 box)				Р
Flight Simulator	9056025			P
Flight Simulator	9056026			P
Flight Simulator	9056027		Fau	P
Flight Simulator	9056022			Р
Flight Simulator	9056024		*	P
Flight Simulator	906333			Р
Flight Simulator	9056028			Р
Course Plotter	977969			P
Course Plotter	6001782			P
Course Plotter	6002191			Р
Course Plotter	978764		H41-	P
Course Plotter	978537			Р
Desk (2 piece)				Р
Desk			~~~	Р
Chair	9054663			Р
Chair	 			Р
Laminator		LX-900	W52543-A1	Р
Сатега	9053795	PC1032	6221410142	Р
Camera	9056187	PC1032	6121416045	Р
Camera	9056188	PC1004	142B05698	Р
Camera	9056189	PC1004	142B05696	Р
Camcorder .	9025793	ES6500VA	90604151	Р
Camcorder	9053226	GR-DVL725U	8780999	Р
Camcorder	9053223	GR-DVL725U	8780825	P
Camcorder	9017831	DCR-VX700	28062	Р
Camcorder	9034542	CCD-TR940	18494	P
Camera		DX3500	KCKAI13402017	Р
Camera		DX3500	KCKAI13402101	P
Camera		DX3500	KCKAI13402010	Р

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Camera		DX3500	KCKAI13402288	Р
TV/VCR		AG-513D	L0AA30001	Р
TV/VCR		AG-513D	L0AA30068	Р-
TV/VCR		AG-513D	L0AA30142	Р
TV/VCR		AG-513D	L0AA30306	P.
TV/VCR		AG-513D	L0AA30059	Р
TV/VCR		AG-513D	L0AA30195	Р
Monitor	9033810	N0701	2150561YJ	Р
Printer	9045876	B141A	EBJY142347	Р
Printer	9071780	B141A	EBJY142295	Р
Scanner	9060590	TMA1600	W5836B01071	P
Computer		M5183	7.00128E+15	Р
Scanner		Astra 610S	H6U0B37B03838	Р
Scanner	9046660	F-3100		Р
Scanner	9046661	F-3100		Р
Camera		DX3500	KCKAI13402293	Р
Camera	9053802	D-560	269218962	Р
Camera	9053798	D-560	269218911	Р
Camera	9057480	D-560	294D01184	Р
Camera	9053801	D-560	269218987	Р
Camera	9057478	D-560	294D01235	Р
Camera	9057483	D-560	294D01164	Р
Camera	9057476	D-560	294D01217	Р
Camera	9053800	D-560	269218912	Р
Camera	9057482	D-560	294D01209	Р
Camera	9057477	D-560	294D01206	Р
Binding Machine	KO171857	602-1	1750370	Р
Desk				Р
Desk & Printer Stand				Р
Overhead Projector				Р
Microwave	9057200	Panasonic		Р
Heat Sealer		BS18		Р
Shredder		PS-77Cs	CRC32177	l
Shredder	9035788	220CC	4606	Р
Printer	9017970	5siNX		Р
Printer	9012849	C2003A	USBB579365	ı
Printer	9012848	C2003A	USBB574960	I
VCR	9021856	XA-605A	709723597	



ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
VCR	9032875	XA-720	912712874	ī
Amplifier	9057133	AG-V8060	7IA4363	ī
Computer	9055270	PP08L	4F6M561	1
Computer	9053367	6100	42052453PU	- <u>- </u>
Computer	9052704	PP04L	CFM9921	
Camera	9025156	DC260	EKH84501895	
Electronics & wire (5 boxes)				
Sewing Machine	2002591			P
Sewing Machine	251LG#15/12			Р
Fax Machine		920	MY126F31GW	P
Printer	9025019	C4120A	USEA004442	
Printer	9012856	C2005A	USBB135298	
Laptop	9053021	PP01X	HHCRB11	<u> </u>
Laptop	9053024	PP01X	FLCRB11	<u> </u>
Laptop	9053023	PP01X	DMCRB11	i
Laptop	9058596	D600	FM7YW31	-
Laptop	9033785	PBVG4	QT1140L8JBD	<u> </u>
Laptop	9053479	122-S121	62063679C	i
CD duplicator	9022710	7CDD-008	97432168294	<u> </u>
Laptop	9047324	4600	41213636PU	<u> </u>
Laptop	9047325	4600	41213435PU	<u> </u>
Laptop	9053484	1200-S121	52044634C	'
Laptop	9053464	1200-S121	52044632C	<u>'</u>
Laptop	9053483	1200-S121	52044649C	'
Laptop	9053486	1200-S121	52044659C	1
Laptop	9033240	PS428U	30528054U	- -
Laptop	9041948	4600	51214043PU	- -
Laptop	9032805	PT810U	30483181U	- -
Laptop	9047571	4600	71216892PU	
Laptop	9046745	4600	81719326U	1
Camera	9056812	DXC-D35WS	100257	P
Camera Adapter		CA-TX7	12326	P
Camera Control Unit		CCU-TX7	12625	P
Remote Panel		RCP-TX7	12114	P
Electronic Viewfinder		DXF-51	100762	P
Electronic Viewfinder	 	DXF-801	20711	P.
Tripod Plate		VCT-U14-F		P P
_ens		YJ19x9B4	03206A	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Focus Controller		FFC-200	203071B	Р
Camera Controller	9056919	ZSD-300M		Р
TV Monitor	9015207	PVM-2950Q	2000760	P

12. Authorization to Enter Into Standard Telecourse Agreements

Subject 12.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 12. Authorization to Enter Into Standard Telecourse Agreements

Access Public

Type Consent

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

ASTRONOMY: OBSERVATIONS AND THEORIES

State Board for Community & Technical Colleges (WA) Term of Agreement: April 9, 2012 — June 29, 2012

CONCEPTS IN MARKETING

State Board for Community & Technical Colleges (WA) Term of Agreement: April 9, 2012 — June 29, 2012

TRANSITIONS THROUGHOUT THE LIFE SPAN

State Board for Community & Technical Colleges (WA) Term of Agreement: April 9, 2012 — June 29, 2012

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.

13. Approval of Clinical Contracts

Subject

13.01 OCC - Clinical Contracts

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

13. 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.)

NEW

Omid Haroonian, DDS

Standard Clinical Affiliation Agreement

Newport Beach, Ca

Term: June 21, 2012 to March 1, 2017

Compensation: None

Robert Boniadi, DDS

Standard Clinical Affiliation Agreement

Costa Mesa, CA and Laguna Hills, CA Term:June 21, 2012 to June 30, 2017

Compensation: None

<u>RENEWAL</u>

New Orange Hills

Standard Clinical Affiliation Agreement

Orange, CA

Term: June 21, 2012 to June 30, 2017

Compensation: None

Sleep Center of Orange County

Standard Clinical Affiliation Agreement

Irvine, CA

Term: June 21, 2012 to June 30, 2017

Compensation: None

The Speech Language and Learning Center, Inc. Standard Clinical Aff. Agreemnt

San Juan Capistrano, Ca

Term: June 21, 2012 to June 30, 2017

Compensation: None

Los Alamitos Medical Center

Non-Standard Clinical Affiliation Agreement

Los Alamitos, CA

Term: June 21, 2012 to June 30, 2017

Compensation: None (Attachment # 5)

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

Agree Affiliation Orange Coast 6-5-12 FINAL with Signature Changes.pdf (120 KB)

Subject 13.02 GWC - Clinical Contracts

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 13. Approval of Clinical Contracts

Access Public

Type Discussion

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.)

NEW

Concordia University Irvine, Dept of Nursing Non-Standard Clinical Affiliation Agreement Irvine, California
June 21, 2012 – Open (see terms)
Compensation – None
(See Concordia University Agreement 2012, Attachment # 6)

Long Beach Memorial Medical Center Non-Standard Clinical Affiliation Agreement Long Beach, California

August 1, 2012 – July 31, 2017

Compensation – None
(See Long Beach Memorial Clinical Agreement, Attachment # 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 (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

Long Beach Memorial Clinical Agreement.pdf (138 KB)

Concordia University Agreement 2012.pdf (70 KB)

14. Approval of Standard Agreements

Subject 14.01 GWC - Standard Agreements

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 14. Approval of Standard Agreements

Access Public

Type Consent

Approve Standard Agreement between Mike Ferris and the Coast Community College District for Teaching the POST Certified CPR and First Aid Refresher Course

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between Mike Ferris and the Coast Community College District for teaching the POST Certified CPR and First Aid Refresher Course, from July 1, 2012 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: No cost to the District. The enrollment fee is \$12.00 per student, with \$10 per student paid to the instructor. The remainder of the fees will be paid into Criminal Justice Contract Education funds.

Approve Standard Agreement between Steve Chauncey and the Coast Community College District for Teaching the POST Radar Operator/ Radar-Lidar Operator Course

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between Steve Chauncey and the Coast Community College District for teaching the POST Radar Operator/Radar-Lidar Operator Course, from July 1, 2012 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: No cost to the District. The enrollment fee is \$100 per student with \$80 per student paid to the instructor. The remainder of the fees will be paid into Criminal Justice Contract Education funds.

Subject 14.02 CCC – Standard Internship Agreement

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 14. Approval of Standard Agreements

Access Public

Type Consent

CCC - Approve Standard Internship Agreement

Workers' Compensation insurance is provided by Alliant International University for the following Interns:

Intern/Institution: Farmand, Farnush

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of funds: N/A, unpaid/nonsponsored

Intern/Institution: Stafford, Megan

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of funds: N/A, unpaid/nonsponsored

Intern/Institution: Lyon, Lauren

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of funds: N/A, unpaid/nonsponsored

Workers' Compensation insurance is provided by Argosy University for the following Intern:

Intern/Institution: Charpentier, Kate

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of funds: N/A, unpaid/nonsponsored

Subject 14.03 CCC – Scope of Work (Standard Agreement)

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 14. Approval of Standard Agreements

Access Public

Type Consent

Approve District Standard Scope of Work #2012-73 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 # 2012-73 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Temporary Leak Repair course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$12,750 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-74 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 # 2012-74 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Cutting Tools course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$31,875 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-75 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 # 2012-75 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Hydrotesting course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$25,500 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-76 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 # 2012-76 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Honeywell

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

Fiscal Impact: \$51,000 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-77 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 # 2012-77 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Cogen-D Train- Phase 1 Analysis course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$12,500 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Subject 14.04 CCC - Approve Standard Internship Agreement and Standard

Agreement

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 14. Approval of Standard Agreements

Access Public

Type Consent

CCC - Approve Standard Internship Agreement

Workers' Compensation insurance is provided by Alliant International University for the following Interns:

Intern/Institution: Farmand, Farnush

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 – June 30, 2013

Cost/Source of Funds: N/A, unpaid/nonsponsored

Intern/Institution: Stafford, Megan

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of Funds: N/A, unpaid/nonsponsored

Intern/Institution: Lyon, Lauren

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of Funds: N/A, unpaid/nonsponsored

Workers' Compensation insurance is provided by Argosy University for the following Intern:

Intern/Institution: Charpentier, Kate

Scope: Gain knowledge and experience related to neuropsychological assessment and psychological

counseling within the brain injured population.

Department: Special Programs and Services for the Disabled, ABI Program

Term: July 1, 2012 - June 30, 2013

Cost/Source of Funds: N/A, unpaid/nonsponsored

CCC - Approve Amended Standard Agreement between the City of Costa Mesa and the Coast Community College District to Provide Bilingual Certification Assessment Services.

1. Background: Since 1998, Coastline's Contract Education Department has been providing the City of Costa Mesa with bilingual assessment services to certify employees as bilingual in Spanish, Vietnamese, and/or American Sign Language (ASL). Designated City employees are orally tested and are evaluated on their ability to be understood in Spanish, Vietnamese and/or ASL by a native speaker/signer, understand spoken Spanish, Vietnamese and/or ASL as spoken/signed by a native speaker/signer, and their knowledge of specific terminology used in the course of completing their assigned duties. The results of these exams are used by the City to determine bilingual certification pay for employees. The Amendment extends the term of the Agreement through June 30, 2014.

- 2. Goal/Purpose: Extend the term of the Agreement; Provide a service to City of Costa Mesa.
- 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 Standard Agreement between the City of Costa Mesa and the Coast Community College District to provide bilingual certification assessment services to City of Costa Mesa employees. The Amendment extends the term of the Agreement through June 30, 2014. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 10/6/10)
- 5. Fiscal Review and Impact: None

Subject 14.05 DIS - Standard Agreement

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 14. Approval of Standard Agreements

Access Public

Type Consent

Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Winter 2013 Short-term Study Abroad Program in London, England.

After review by the Dean of Consumer and Health Sciences and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a winter in London, England Study Abroad Program during Winter 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Erin Bianchi and Cheri Lowell, Orange Coast College, will serve as faculty. Authorization to conduct the Winter in London, England Study Abroad Program was given on November 2, 2011. It is recommended that the Chancellor or the Vice Chancellor, Finance & Administrative Services be authorized to sign the agreement.

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

15. Authorization for Purchase of Institutional Memberships

Subject 15.01 DIS - Institutional Memberships

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

Renewal

Name and Acronym: Costa Mesa Chamber of Commerce Term of Membership: November 1, 2011 – November 1, 2012

Cost: 600.00

Purpose: Membership in this organization provides an opportunity to network and foster relationships

within the Costa Mesa Chamber of Commerce community.

Subject 15.02 DIS - Institutional Membership

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

RENEWAL REVISION

Name and Acronym: Association of Community College Trustees (ACCT)

Term of Membership: July 1, 2012 - June 30, 2013

Cost: \$1,402.00 balance (\$7,455.00 annual dues per headcount of 46,529; erroneously submitted

\$6,053.00 annual dues on May 2, 2012 Board agenda)

Purpose: The purpose of ACCT is to strengthen the capacity of community and technical colleges to realize their missions on behalf of their students and communities through advocacy efforts by, and development of, effective lay governing board leadership.

NEW

Name and Acronym: National Association for Community College Entrepreneurship (NACCE)

Term of Membership: July 2012 - June 2013

Cost: \$691.00 (limited-time discount valid only through July 31, 2012; regular membership is \$750.00) Purpose: Membership supports entrepreneurship on college campuses, including exclusive access to funding, networking and support.

Subject

15.03 GWC - Institutional Memberships

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

15. Authorization for Purchase of Institutional Memberships

Access

Public

Type

Consent

RENEWAL

Name and Acronym: California Resource Recovery Association (CRRA)

Term of Membership: July 1, 2012 - June 30, 2013

Cost: \$200

Purpose: Provides resource to advance local, regional, and statewide reduction efforts which results in critical environmental and climate protection outcomes, receive updates and discount for conferences.

Name and Acronym: California Swap Meet Association (CSMA)

Term of Membership: July 1, 2012 - June 30, 2013

Cost: \$600

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

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

Term of Membership: July, 2012 - June, 2013

Cost: \$145

Purpose: Membership for current football coaches.

Name and Acronym: Orange Empire Conference (OEC)

Term of Membership: July, 2012 - June, 2013

Cost: \$5,000

Purpose: For all Golden West College sports except football. Conference dues pay for the assignment of

officials, payments to the conference commission and other conference related expenses.

Subject 15.04 CCC – Institutional Memberships

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

NEW

Name and Acronym: Hoag Hospital's 552 Club Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$100

Purpose: Allows Coastline Art Gallery staff to network with hospital support groups and activities.

Source of Funds: Art Gallery Circle Foundation funds

Name and Acronym: Virtual Machine Software Academic Programs (VMAP) Three-Year Subscription

Membership.

Term of Membership: July 1, 2012 — June 30, 2015

Cost: \$750

Purpose: Entitles members of the Career and Technical Education department access to a specific set of software products to download and install on institutionally- or personally-owned computers according to the VMware Academic Programs (VMAP) usage guidelines.

Source of Funds: Career and Technical Education general funds

Name and Acronym: The Research & Planning (RP) Group

Term of Membership: July 1, 2012 - June 30, 2013

Cost: \$350

Purpose: Provides professional development for institutional research offices and student learning outcome coordinators to efficiently and effectively support college efforts to document their outcomes and improve student success.

Source of Funds: Research Department funds

Name and Acronym: American Student Government Association (ASGA)

Term of Membership: June 21, 2012 – June 20, 2013

Cost: \$497

Purpose: Allows leadership training and networking with other college student governments.

Source of Funding: ASG funds

RENEWAL

Name and Acronym: Instructional Technology Council (ITC)

Term of Membership: July 1, 2012 — June 30, 2013

Cost: \$450

Purpose: ITC tracks federal legislation that will affect distance learning, conducts annual professional development meetings, supports research, and provides a forum for members to share expertise and

materials.

Source of Funds: OL&IT ancillary funds

Subject 15.05 OCC - Institutional Memberships

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

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

Term of Membership: 2012-2013 Academic Year

Cost: \$2,982.00

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

Name and Acronym: California Community College Student Financial Aid Administrators Association

(CCCSFAAA) Region 7 & 8 Meeting

Terms of Membership: 2012-2013 Academic Year

Cost: No Cost to the College

Purpose: to attend meetings that provide a means to stay current in procedures, policies, and records

pertinent to financial aid procedures, policies, and records pertinent to financial aid matters.

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

Terms of Membership: 2012-2013 Academic Year

Cost: \$300.00

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

Subject 15.06 DIS - Institutional Membership

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

Renewal

Name and Acronym: Orange County School Boards Association (OCSBA)

Term of Membership: July 1, 2012 - June 30, 2013

Cost: \$125.00

Purpose: Membership provides important information and Trustee representation at the county level.

Subject 15.07 DIS - Institutional Membership

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

New

Name and Acronym: National Diversity Council (NDC)

Term of Membership: 2012

Cost: \$2,500.00

Purpose: Membership dues for service by the Chancellor on the California Diversity Council Board of Directors. The National Diversity Council is the first non-profit organization to bring together the private, public and non-profit sectors to discuss the many dimensions and benefits of a multicultural environment. The National Diversity Council champions diversity and inclusion across the country and is made up of

state and regional councils.

Subject 15.08 DIS - Institutional Membership

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 15. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

Renewal

Name and Acronym: California Colleges for International Education (CCIE)

Term of Membership: July 2012 - June 2013

Cost: \$500.00. This is the third year CCIE has agreed to a reduced fee from \$850.00.

Purpose: This non-profit organization supports the ideal of increasing international understanding through education and collaboration. This consortium helps support the growth of programs affiliated to international education, through: a) Faculty Exchanges; b) International Business; c) International Development/Contract Education; d) International Students; e) Internationalizing the Curriculum; and f) Study Abroad.

Name and Acronym: League for Innovation in the Community College

Term of Membership: July 2012 - June 2013

Cost: \$1,980.00 for all three colleges*

Purpose: The League is an international organization dedicated to catalyzing the community college movement. The League is the only major international organization specifically committed to improving community colleges through innovation, experimentation, and institutional transformation.

*Each college will reimburse the district \$660.00 for their membership.

16. Authorization for Off-Campus Assignments

Subject 16.01 DIS - Off Campus Assgnmt

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 16. Authorization for Off-Campus Assignments

Access Public

Type Consent

Andrew C. Jones, Chancellor, to serve on the Board of Directors of the Presidents' Round Table of African-American CEO's, from July 1, 2012 through June 30, 2013, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Andrew C. Jones, Chancellor, to serve on the California Diversity Council Board of Directors, from July 1, 2012 through June 30, 2013, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Andrew C. Jones, Chancellor, to serve on Capella University's Community College Advisory Council (CUCCAC), from July 1, 2012 through June 30, 2013, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Andrew C. Jones, Chancellor, to serve on the American Association of Community Colleges Commission on Global Education, from July 1, 2012 through June 30, 2013, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Subject 16.02 CCC - Off-Campus Assignments

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 16. Authorization for Off-Campus Assignments

Access Public

Type Consent

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

Name: Adrian, Loretta P.

Title: President

Organization: National Association of Asian Pacific Islander Council through the American Association of

Community Colleges (NAPIC). Assignment: Board Member

Term: July 1, 2012 — June 30, 2013

Name: Adrian, Loretta P.

Title: President

Organization: Accrediting Commission for Community and Junior Colleges.

Assignment: Accreditation Team Chair for Hawaii Community College in Hilo, Hawaii.

Term: October 15-18, 2012

Name: Nguyen, Christine

Title: Interim Vice President of Administrative Services

Organization: National Association of Asian Pacific Islander Council through the American Association of

Community Colleges (NAPIC). Assignment: Board Treasurer

Term: July 1, 2012 — June 30, 2013

Name: Ma, Michelle Title: Marketing Director

Organization: Orange County Business Council's Community College Working Group.

Assignment: Member

Term: July 1, 2012 — June 30, 2013

Name: Ma, Michelle Title: Marketing Director

Organization: Fountain Valley Chamber Education Committee

Assignment: Member

Term: July 1, 2012 — June 30, 2013

Name: Ma, Michelle Title: Marketing Director

Organization: Community College Public Relations Organization (CCPRO)

Assignment: Secretary

Term: July 1, 2012 — June 30, 2013

Name: Arellano, Cristina

Title: EOPS Recruitment Technician

Organization: Extended Opportunity Programs & Services Assignments: EOPS/CARE Program Outreach and Events.

Term: July 1, 2012 — June 30, 2013

Name: Del Carmen, George Title: Part-time Faculty

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Gill, Tina Title: Part-time Faculty

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Jones, Nancy

Title: Dean, Career and Technical Education

Organization: Los Angeles/Orange County Workforce Development Leaders (LOWDL).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Jones, Nancy

Title: Dean, Career and Technical Education Organization: California Business Collaborative

Assignment: Fiscal Manager

Term: July 1, 2012 - June 30, 2013

Name: Jones, Nancy

Title: Dean, Career and Technical Education

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Fiscal Manager

Term: July 1, 2012 - June 30, 2013

Name: Jones, Nancy

Title: Dean, Career and Technical Education

Organization: Garden Grove Chamber of Commerce

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Jones, Nancy

Title: Dean, Career and Technical Education

Organization: Orange County Chamber of Commerce

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management Organization: California Business Collaborative

Assignment: Project Director

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management

Organization: Los Angeles/Orange County Workforce Development Leaders (LOWDL).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management Organization: Business Entrepreneurship Center

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management

Organization: State Chancellor's Office Regional Consortium

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management Organization: Garden Grove Chamber of Commerce

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management Organization: Orange County Chamber of Commerce

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Lockwood, Frederick

Title: Department Chair, Business and Management Organization: Western Association of Food Chains

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Long, Barbara Title: Part-Time Faculty

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Marin, Iliana

Title: Grant Projects Assistant

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Marin, Iliana

Title: Grant Projects Assistant

Organization: California Business Collaborative

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Warner, Michael

Title: Department Chair, Computer Services Technology

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Whitson, Stephen

Title: Department Chair, Accounting

Organization: Business Education Statewide Advisory Committee (BESAC).

Assignment: Member

Term: July 1, 2012 - June 30, 2013

Name: Khosravani, Mariam

Title: Foundation Executive Director

Organization: KOCE-TV

Assignment: Advisory Board Member Term: July 1, 2012 – June 30, 2013

Name: Khosravani, Mariam

Title: Foundation Executive Director

Organization: Iranian-American Women's Foundation

Assignment: President

Term: July 1, 2012 - June 30, 2013

Name: Khosravani, Mariam

Title: Foundation Executive Director

Organization: Public Affairs Alliance of Iranian Americans (PAAIA)

Assignment: Advisory Board Member Term: July 1, 2012 – June 30, 2013

17. Authorization for Community Activities

Subject 17.01 GWC - Community Activities

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 17. Authorization for Community Activities

Access Public

Type Consent

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

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

Independent Contractors

DRIVER'S EDUCATION (AGES 15 TO ADULT), 26 hours, June 21, 2012 to June 30, 2013. Presenter Bradley J. McDermott of Apex Driving School to receive \$45 per participant.

Participant Fee: \$100. (P) New offering.

DRIVER'S EDUCATION – BEHIND THE WHEEL (AGES 15 TO ADULT), 6 hours, June 21, 2012 to June 30, 2013. Presenter Bradley J. McDermott of Apex Driving School to receive \$224.25 per participant for Behind the Wheel only and \$240 per participant for Behind the Wheel and Classroom Combo. Participant Fee: \$299 for Behind the Wheel only and \$375 per participant for Behind the Wheel and Classroom Combo. (P) New offering.

ONLINE DRIVER'S EDUCATION (AGES 15 TO ADULT), 30 hours, June 21, 2012 to June 30, 2013. Presenter Bradley J. McDermott of Apex Driving School to receive \$22.50 per participant, which includes website maintenance fee.

Participant Fee: \$30. (P) New offering.

Subject 17.02 OCC - Community Activities

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 17. Authorization for Community Activities

Access Public

Type Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of June 21 — August 31, 2012. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERT

DANCES OF SPAIN-FLAMENCO DANCE WORKSHOP, Fees: \$89.00, 9 hours. Presenter: Arleen Hurtado. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

OCC CHILDREN'S SWIM TEAM, Fee: \$255-\$305, 40 hours. Add Presenters: Danielle Lavery and Ethan Machado. Compensation will be paid at an hourly rate of \$15 per hour. Add Presenter Sean Richards. Compensation will be paid at an hourly rate of \$14 per hour. Source of Funding: Community Education registration fees. (P)

RDA REVIEW, Fee: \$300, 24 hours. Presenters: Joy Myers and Diane Balding. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SUMMER SWIM LESSONS, Fees: \$59.00 per session, \$110 for private lessons. 4 – 5.5 hours. Add Presenters: Danielle Lavery and Sean Richards. Compensation will be paid at an hourly rate of \$12 per hour. Add Presenter: Ethan Machado. Compensation will be paid at an hourly rate of \$15 per hour. Source of Funding: Community Education registration fees. (P)

Neel, Ginger K., to develop, coordinate, and secure presenters/instructors for Community Education activities, for the period of July 1 — August 31, 2012, to be paid at \$100.00 per unit, 15 units per week for 9 weeks, compensation to be \$13,500.

INDEPENDENT CONTRACTOR

REVISION FROM PREVIOUS BOARD ACTION

IC Name: Elizabeth Dion

Services: Presenter for the MAKE UP ARTIST CERTIFICATION class, Fee: \$345, 18 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Revised to Increase total contract amount

\$5,100 for a total of \$40,100.

Terms of Agreement: June 21 – June 30, 2012

Source of Funding: Community Education registration fees.

(Prior Board Approval 4-6-11)

18. Authorization for Sailing Program

Subject 18.01 OCC - Sailing Programs

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 18. Authorization for Sailing Program

Access Public

Type Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of June 21, 2012 – June 30, 2013. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

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

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

INDEPENDENT CONTRACTOR

UNDER \$10,000

IC Name: Active Lock & Safe

Services: To provide lock and key maintenance for OCC Sailng's facility and vessels

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

amount \$2,000.00 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Amtex Mfg & Supply Co., Inc.

Services: For the purpose of providing canvas repair to OCC sailing vessels.

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

amount \$8,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Baker Marine Instrument and Repair

Services: Repair and calibration to compasses and instruments for sailing center boats and instruments. Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract

amount \$2,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Big Mike Electric

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

and boats.

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

amount \$2,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Blinn & Young

Services: For the purpose of providing canvas repair to OCC Sailing vessels

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

amount \$1,500 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Brown Engine, Inc.

Services: To provide engine service and maintenance to OCC vessels and Foundation donations.

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

amount \$9,000.00 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Bruce Brown & Associates

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

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

amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Chem Dry of Irvine/Newport

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

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

amount \$750 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Coatal Resource Management Inc.

Services To provide assistance with Eel Grass Mitigation, monitoring andCA Coastal Commission permits. **Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$6,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Dumas Diesel

Services For inspection, repair and maintenance of engines aboard sailing center boats.

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

amount \$2,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Elliot-Pattison Sailmakers

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

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

amount \$5,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Glacier Corporation

Services: for the purpose of providing refrigeration services and repair to sailing center vessels

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

amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Gordon West Radio School

Services: Provide instruction for OCC's Marine Radio Operator's Permit Course.

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

amount \$4,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: HD Industries

Services: Provide engine service and maintenance for OCC Sailing's vessels and Foundation donations. **Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract

amount \$9,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Lewco Electric

Services: For repair and maintenance for Sailing Center vessels

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

Contract amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2012.

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

IC Name: Lohman's Yacht Service

Services: for the purpose of providing bottom cleaning services to sailing center boats and donations. Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract

amount \$5,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Marina Shipyard

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

maintenance and surveys.

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

amount \$5,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Marrett, Barbara

Services: For the purpose of serving as project manager for the donated vessel "White Raven" berthed in Friday Harbor, WA as well as Alaska Eagle Crew and promoting OCC Sailing Programs at various boat shows in the USA and Canada. Duties include, but are not limited to marine maintenance, serving as skipper/mate when underway and for voyages with students in the San Juan Islands during the fiscal year July 1, 2012 - June 30, 2013.

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

amount \$9,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013

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

IC Name: Master Protection DBA Fire Master

Services: To provide fire extinguisher service and maintenance to OCC Sailing's facility and vessels. **Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract amount \$9,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: MB Elite

Services: Repair & maintenance services to sailing center donated vehicles

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

amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Newport Window Maintenance

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

windows.

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

amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: North Sails Group, LLC

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

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

amount \$5,000 for term of Contract

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Quinn Power Systems

Services: Provide engine service and maintenance for OCC power vessels and Foundation donations **Payment Schedule/Compensation:** To be paid upon submittal of invoice as work is completed. Contract

amount \$2,500 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Schock Boats

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

maintenance and surveys.

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

amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Signsource, Inc.

Services: To provide materials, construction and installation of OCC Sailing Center exterior signage.

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

amount \$4,000.00 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Simpson, Stephen O.

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

after a trip from.

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

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

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: South Coast Shipyard Inc.

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

maintenance and surveys.

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

amount \$5,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: SS Metal Fabricators

Services: To provide repair and metal fabrication for OCC Sailing vessels, facility and Foundation

donations.

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

amount \$9,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: W.A.R.E Disposal

Services: Trash pick-up twice weekly at the sailing center.

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

amount \$10,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Warner Boat Sales South

Services: Repair and maintenance of outboard engines

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

amount \$6,000.00 for term of Contract.

AMEND Term of Agreement: July 1, 2012-June 30, 2013. Source of Funding: To be paid from Sailing Center Funds

OVER \$10,000

IC Name: Augusoft, Inc.

Services: For the purpose of providing and supporting OCC Sailing's online registration software

program.

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

amount \$15,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Boatswains Locker

Services: Instruction to OCC Sailing students enrolled in marine diesel classes, and repair and

maintenance to vessel engines.

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

amount \$15,000 for term of Contract

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

IC Name: Walk on Water Publishing

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

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

amount \$10,000.00 for term of Contract

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

SPECIAL PROJECTS

Project/Activity: Open House, Summer Sailstice, various Boat Shows and events to promote OCC

School of Sailing & Seamanship classes and programs.

Date: June 21, 2012 to June 30, 2013

Department: Sailing Center

Purpose: To promote sailing center programs, professional mariner's program, and program donations. **Cost/Purpose/Funding Source:** Expenses \$2000 for show fees, display materials and event food. To be

paid from Sailing Center or Foundation funds.

19. Personnel Items

Subject 19.01 District

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012 Meeting

Category 19. Personnel Items **Public**

Type Discussion

Access

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

b. Authorization for Leaves of Absence

c. Authorization for Changes in Assignments, Academic Staff

d. Authorization for Contract Amendments Based upon Horizontal Salary Moves

e. Authorization for Changes in Salary Schedules

f. Authorization for Schedule Changes, Classified Staff

g. Authorization for Professional Experts

h. Authorization for Monthly Travel Allowances

i. Approval of Sabbatical Leave Requests

File Attachments

Open.pdf (35 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	<u>Title</u>	<u>Action</u>	Effective Date
Groot, Joycelyn	CCC	Dean, Military/Contract Educ Prog	Resign	08/24/12

Classified Management

Name	<u>LOC</u>	<u>Title</u>	<u>Action</u>	Effective Date 06/12/12
Teeter, Christian	DIST	Sec to the Board of Trustees	Resign	

Classified

<u>Name</u>	LOC	<u>Title</u>	<u>Action</u>	Effective Date
Barylski, Tamara	GWC	Staff Aide	Resign	07/03/12

b. Authorization for Leaves of Absence

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

Classified

<u>Herrera, Rafael</u>, GWC, Custodian, LOA/wop, under the Family and Medical Leave Act of 1993, not to exceed the equivalent of 12 weeks in a 12 month period, to be taken intermittently during the period 06/01/12 to 05/31/13.

c. Authorization for Changes in Assignments, Academic Staff

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

Faculty

Brady, Joyce Bishop, GWC, Instructor, Psychology, Reduced Load/Option, Pre-Retirement Program, 60% effective Fall 2012.

d. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2012-13 school year:

<u>Name</u>	Campus	From Col/Step	To Col/Step	
Holiander, Gena	occ	iil 13	IV 13 ,	



e. Authorization for Changes in Salary Schedules

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

Classification	Range	<u>Changes</u>
Classified Management		
Director Business Services & Entrepreneurship	G-28	Add to Salary Schedule effective 06/21/12
Instructional Food Service Operations Manager	G-12	ReviseTitle & Range effective 06/21/12

f. Authorization for Schedule Changes, Classified Staff

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

Permanent Schedule Change

<u>Name</u>	LOC	<u>Title</u>	From	To	Start Dt
Le, Jenny	CCC	Mil/Cont Ed Tech, Inter	100%	75%	09/15/12

Temporary Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	Start Dt	End Dt
Sanchez, Raul	occ	Infor Sys Tech Sr	Remove 5% shift differential		08/26/12

g. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Chang, Sarah, CCC, to present on-site informational workshops, facilitating and translating Academic Processes in support of CCC Education EBUS (Education Bound U.S.) Program, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 4.807 units per week for 52 weeks, compensation to be \$25,000.00, funding source is Ancillary Funded Project.

<u>Disney, Betty, CCC</u>, to design online orientation workshops for new staff and instructors in support of the CCC EBUS (Education Bound U.S.) Program, for the period 07/01/12 to 6/30/13, to be paid by timecard at \$100.00 per unit, 6.154 units per week for 52 weeks, compensation to be \$32,000.00, funding source is Ancillary Funded Project.

<u>Halvorson, Mary, CCC</u>, to finalize accreditation self study for Instructional Services, for the period 07/16/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 5.2 units per week for 50 weeks, compensation to be \$26,000.00, funding source is General Fund.

Herrera, Patrick D., CCC, to provide not-for-credit Contract Education ESL training programs to Kingston Technology, Inc. employees, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 4.807 units per week for 52 weeks, compensation to be \$25,000.00, funding source is Ancillary Funded Program.

Hollinden, Jody K., CCC, to act as the Coordinator for the Intellectual Disability Program at CCC Fairview Developmental Center, for the period 07/01/12 to 6/30/13, to be paid by timecard at \$100.00 per unit,

3.917 units per week for 52 weeks, compensation to be \$20,372.00, funding source is Categorical Funds.

Klein, Sandra P., CCC, to provide neuropsychological services to the ABI Program, for the period 07/01/12 to 6/30/13, to be paid at \$100.00 per unit, 8.4 units per week for 45 weeks, compensation to be \$37,800.00, funding source is Special Programs Categorical Funds.

Kochanski, Jennifer, DIST, to perform work related to the CTE Collaborative Grant Projects, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 11.25 units per week, for 50 weeks, compensation to be \$48,000.00, funding source is CTE Community Collaborative Year Four Grant, CTE Community Collaborative Year Five Grant and CTE Community Collaborative Supplemental Grant.

<u>Lee</u>, <u>David M.</u>, CCC, to provide curatorial services for Coastline's Art Gallery, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 4.8 units per week for 50 weeks, compensation to be \$24,000.00, funding source is General Fund.

Mefford, Christopher, CCC, to act as the English as a Foreign Language Instructional Coordinator for Contract Education EBUS (Education Bound U.S.) Program, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 14 units per week for 26 weeks, compensation to be \$36,400.00, funding source is Ancillary Funded Project.

Messenhimer, Timothy D., OCC, to assist with OCC Football Team, for equipment and coaching, for the period 05/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 16.67 units per week for 9 weeks, compensation to be \$15, 000.00, funding source is Ancillary Funded Project.

Orrill, Deborah, GWC, to support the CBJT Grant activities and perform duties of Sustainability Coordinator, for the period 07/01/12 to 12/31/12, to be paid at \$100.00 per unit, 19.275 per week for 26 weeks, compensation to be \$50,115.00, funding source is CBJT (Community Based Job Training) Grant.

<u>Parker, Tracy</u>, 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 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 11.25 units per week for 50 weeks, compensation to be \$56,250.00, funding source is CTE Community Collaborative Year Four Grant, CTE Community Collaborative Year Five Grant and CTE Community Collaborative Supplemental Grant.

<u>Parsons, Jason W.</u>, CCC, to produce and administer codes for online applications under development for the eLearning Research and Development Department, for the period 07/01/12 to 10/09/12, to be paid by timecard at \$10.00 per unit, 107.917 units per week for 14 weeks, compensation to be \$15,108.48, funding source is General Fund.

<u>Pierre-Lys, Stanley, CCC</u>, to act as Military Programs site representative, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 4.2 units per week for 24 weeks, compensation to be \$10,080.00, funding source is Ancillary Funded Project.

Raddavong, Buffie, CCC, to provide operational support to Contract Education Department for SharePoint, Website and Mobile/Pocket Education Programs, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 104.624 units per week for 50 weeks, compensation to be \$52,312.00, funding source is Ancillary Funded Program.

Ward, Jason B., CCC, to serve as the Administrative Liaison for Contract Education CCC Education Bound U.S. (CCC EBUS) Program and other corporate Contract Education programs, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$10.00 per unit, 89.316 units per week for 25 weeks, compensation to be \$22,329.00, funding source is Contract Education Funds.

Wolzinger, Renah, GWC, to support Outreach/Career Exploration, validation of current articulation agreements, coordination of work-based learning/internships/placement, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 3.47 units per week for 52 weeks, compensation to be \$18,000.00, funding source is CTE Transitions Funding.

Young, Gary J., CCC, to assist in developing, designing, coding, testing, debugging & documenting major

complex computer programs, modules, subsystems or application, will maintain integrity & functionality of course management systems, develop future applications in regards to reporting errors, participate in the development of virtual scenarios to be used for training including graphics, scripting & live interactions with students, for the period 07/01/12 to 10/09/12, to be paid by timecard at \$100.00 per unit, 10.334 units per week for 15 weeks, compensation to be \$15,501.00, funding source is General Fund.

Other Professional Experts

Blue, Rubie J., CCC, to serve as Military Programs Site Representative and Testing Center Administrator, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 3.024 units per week for 25 weeks, compensation to be \$7,560.00, funding source is Ancillary Funded Project.

<u>Delgado</u>, <u>Adrian</u>, OCC, to assist with the Women's Volleyball Team, ticket taking and breakdown for athletic events, for the period of 05/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 6.67 units per week for 9 weeks, compensation to be \$6,000.00, funding source is Ancillary Athletics Account.

<u>Fitzel, Gordon</u>, OCC, to assist with the Track & Field Team, for the period 06/21/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 3.75 units per week for 2 weeks, compensation to be \$750.00, funding source is Track & Field Ancillary Account.

Lee, Adam, OCC, to assist with the Women's Aquatic Teams, for the period 05/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 6.67 units per week for 9 weeks, compensation to be \$6,000.00, funding source is Ancillary Athletics Account.

Molina, David L., CCC, to provide Audio Visual Production Support, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.461 units per week for 52 weeks, compensation to be \$2,400.00, funding source is Ancillary Funded Project.

Panaro, Scott, OCC, to assist with the Men's Volleyball Team, for the period 05/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 6.67 units per week for 9 weeks, compensation to be \$6,000.00, funding source is Ancillary Account.

<u>Pedersen, Marialyce</u>, GWC, to perform additional grant-related duties that exceed the typical part-time faculty role, including offering office hours, attending grant meetings, participating in program and instructional collaboration with faculty from Envs 141, 142, 143, 144, and with faculty and the project team from partnering colleges, as well as the partner's meetings and the industry advisory board as part of the CalWorks Alliance Grant on behalf of the Recycling and Resource Management Certificate Program, for the period of 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 0.97 units per week for 26 weeks, compensation to be \$2,500.00, funding source is CBJT (Community Based Jobs Training) Grant.

Satow, Jingfang, CCC, to provide Contract Education CCC Education Bound U.S. (CCC-EBUS) non-academic student advising, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 1.538 units per week for 52 weeks, compensation to be \$8,000.00, funding source is Ancillary Funded Project.

Spiniello Duran, Paul, GWC, to perform additional grant-related duties that exceed the typical part-time faculty role, including offering office hours, attending grant meetings, participating in program and instructional collaboration with faculty from Envs 141, 142, 143, 144, and with faculty and the project team from partnering colleges, as well as the partner's meetings and the industry advisory board as part of the CalWorks Alliance Grant on behalf of the Recycling and Resource Management Certificate Program, for the period of 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 1.35 units per week for 26 weeks, compensation to be \$3,500.00, funding source is CBJT (Community Based Jobs Training) Grant.

<u>Surfas, Jason M.</u>, CCC, to provide Audio Visual Production Support, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 5.769 units per week for 52 weeks, compensation to be \$3,000.00, funding source is Ancillary Funded Project.

Tran, Thu H., CCC, to revise programming codes for online courses, converting new & revised courses into Moodles, and laying out content for student guide revisions for Instructional Systems Development, for the period 07/10/12 to 10/09/12, to be paid by timecard at \$10.00 per unit, 69.230 units per week for 13 weeks, compensation to be \$9,000.00, funding source is Ancillary Funded Program.

<u>Warren, Gregory,</u> GWC, to perform additional grant-related duties that exceed the typical part-time faculty role, including offering office hours, attending grant meetings, participating in program and instructional collaboration with faculty from Envs 141, 142, 143, 144, and with faculty and the project team from partnering colleges, as well as the partner's meetings and the industry advisory board as part of the CalWorks Alliance Grant on behalf of the Recycling and Resource Management Certificate Program, for the period of 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 2.50 units per week for 26 weeks, compensation to be \$6.500.00, funding source is CBJT (Community Based Jobs Training) Grant.

h. Authorization for Monthly Travel Allowances

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

DIST

Marchbank, Earnest Senior Dir, Facility, Planning & Construction \$130.00 per month

i. 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:

Marcina, Vesna, OCC, change sabbatical from Spring 2013 and Spring 2014 to Fall 2013 and Spring 2014.

Luckring, Eve, OCC, change sabbatical from Spring 2013 and Fall 2015 to Spring 2013 and Spring 2015.

20. Authorization for Independent Contractors

Subject 20.01 GWC - Independent Contractors

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 20. Authorization for Independent Contractors

Access Public

Type Consent

\$10,000 AND OVER

IC Name: Barnhill, Barry

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$10,000, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds

IC Name: Ballet Repertory Theater Services: Present ballet/dance concerts

Payment Schedule/Compensation: \$50% of gross ticket sales, to be paid per concert

Term of Agreement: September 1, 2012 – April 1, 2013

Source of Funding: Theater Income Trust funds, to be covered by admission fees (\$18 general; \$14

seniors/children under 12).

UNDER \$10,000

IC Name: Kain, Bette

Services: Donor/grant fund development for School of Nursing

Payment Schedule/Compensation: \$5,000, to be paid per invoice upon completion of project

Term of Agreement: June 21, 2012 – July 1, 2013 Source of Funding: Nursing Projects Foundation funds

IC Name: Royston, Chip

Services: Guest speaker for Peace Conference

Payment Schedule/Compensation: \$200 to be paid upon completion of event

Term of Agreement: April 20, 2012

Source of Funding: Peace Conference Auxiliary funds

(Request is made after the fact because the selection of the guest speaker was not made until after the

last Board meeting.)

IC Name: Connor, Kathy

Services: Content expert and lecturer for HWI Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds .

IC Name: Hall, Elizabeth

Services: Content expert and lecturer for HWI Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds

IC Name: Pierson, Ginger

Services: Content expert and lecturer for HWI Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds

IC Name: Simbro, Teresa

Services: Content expert and simulation facilitator for HWI Nursing Specialty Programs Payment Schedule/Compensation: \$2,500, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds

IC Name: Wilson, Margaret

Services: Content expert and lecturer for HWI Nursing Specialty Programs

Payment Schedule/Compensation: \$4,000, to be paid \$75/hour per invoice upon completion

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: RHORC Trust funds

Subject 20.02 OCC - Independent Contractors

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 20. Authorization for Independent Contractors

Access Public

Type Consent

UNDER 10,000

IC Name: Gerke Consulting & Development LLC

Service: Management Training

Payment Schedule/Compensation: Total contract amount \$5000.00 to be paid submittal of invoice as

work is completed

Terms of Agreement: June 25, 2012

Source of Funding: to be paid from Staff Development funds

IC Name: Jackson, Alexander

Services: design and create short movies and keynote presentations for Art History

Term Agreement: June 21, 2012 - June 24, 2012

Payment Schedule/Compensation: To be paid \$1,000.00 when project is completed

from Foundation funds

IC Name: Levy, Ron

Services: To play piano at Honors Night Ceremony

Payment Schedule/Compensation: To be paid a one-time fee in the amount of \$350.00 upon submission of invoice for services rendered from ASOCC funds. Prior to authorizing these services, the District will obtain competitive price quotes.

Term Agreement: May 9, 2012 Source of Funding: ASOCC Funds

IC Name: The Scanning Company

Services: Scanning and Indexing Documents

Payment Schedule/Compensation: Total contract amount is \$4,560; to be paid upon submittal of invoice

as work is completed.

Term of Agreement: June 30,2012

Source of Funding: To be paid from ASOCC funds

IC Name: Wolf, Brian

Services: conduct workshops for re-entry center

Payment Schedule/compensation: total amount of \$150.00

Terms of Agreement: Spring and Summer semester Source of Funding: to be paid from Re-entry funds

IC Name: Sullivan, Virginia

Services: conduct workshops for re-entry center

Payment Schedule/compensation: total amount of \$150.00

Terms of Agreement: April 17-May 1, 2012 Source of Funding: to be paid from Re-entry funds Submitted after the fact due to lost paperwork

IC Name: Riggs, Andrea

Services: conduct workshops for re-entry center

Payment Schedule/compensation: total amount of \$200.00

Terms of Agreement: March 8 - 15, 2012

Source of Funding: to be paid from Re-entry funds

Submitted after the fact due to lost paperwork

Revision to Previous Board Action

IC Name: Jump O'Rama Inflatables, Inc

Services: Rental of Inflatable obstacle course for College Fair

Department: ASOCC

Payment Schedule/Compensation: total contract amount revised to \$1187.00. Revision includes a

change in insurance requirements. Term of Agreement: May 15, 2012

Source of Funding: To be paid from ASOCC funds

(prior board action on 5/02/12)

Subject 20.03 CCC - Independent Contractors

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 20. 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: Accurate Accounting Business Services, LLC

Services: To provide assistance in Accounting, Administrative Services and Fiscal Services.

Payment Schedule/Compensation: Total compensation \$48,000

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: General fund

IC Name: Hill, Kalina

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

installations.

Payment Schedule/Compensation: \$51,880 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Austin, Natalie

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

installations.

Payment Schedule/Compensation: \$25,536 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Reteguiz, Kimberly

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

installations.

Payment Schedule/Compensation: \$32,256 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Miscione, Alexander

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

installations.

Payment Schedule/Compensation: \$34,560 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Abram, Erin

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

installations.

Payment Schedule/Compensation: \$42,240 - paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Choi, Ann

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

installations.

Payment Schedule/Compensation: \$10,080 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Thomas, Michelle

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

installations.

Payment Schedule/Compensation: \$53,760 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Chapman, Sue

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

installations.

Payment Schedule/Compensation: \$16,992 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Drye, David

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

installations.

Payment Schedule/Compensation: \$22,212 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Warrick, Robert

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

installations.

Payment Schedule/Compensation: \$48,720 - paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Wiens, Melissa

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

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

actual costs supported by invoices and receipts submitted.

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: Contract Education ancillary funds

IC Name: Elliott, Thomas M.

Services: On-site ESL training in support of Contract Education CCC EBUS Program.

Payment Schedule/Compensation: \$30,666 paid in 6 equal increments of \$5,111 upon receipt and

approval of invoices.

Term of Agreement: August 14, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Ogden, Karl J.

Services: On-site ESL training in support of Contract Education CCC EBUS Program.

Payment Schedule/Compensation: \$30,666 paid in 6 equal increments of \$5,111 upon receipt and

approval of invoices.

Term of Agreement: August 14, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2010-29, Operator Development Program-Furnaces, \$1,600; SOW #2011-36, PTEC C100 Media Enhancements, \$1,000; SOW #2011-42, CO PCO Course 1&2, \$1,320; SOW #2011-45, Honeywell Basics Phase 2, \$3,200; SOW #2011-47, Redesign of Safety CBTS, \$1,000; SOW #2011-48, FOTP Systems Phase 2, \$10,400; SOW #2011-54, 5-Why Incident Investigation, \$4,590; SOW #2011-55, New Hire Safety Compliance \$1,500; SOW #2011-59, Electrical Distribution and Safe Work Practices for Operators, \$16,320 for a total contract of \$40,930 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 – June 30, 2013

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

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2012-62, IIF for Front-Line Supervisors, \$1,000; SOW #2012-63, Hand Tools II for Pipe Fitters, \$6,000; SOW #2012-64, Redesign of Safety CBTS-Housekeeping and Waste Container Management, \$1,000; SOW #2012-65, Redesign of Safety CBTS-Spill Prevention Control and Countermeasures, \$1,000; SOW #2012-66, Breaking Lines, \$6,000; SOW #2012-69, ROC Project-Design and Ready Workshop Support-Phase 2, \$12,000; SOW #2012-70, Safety CBT: Floor Warden Refresher Training, \$500; SOW #2012-71, Basic Rigging, \$15,000 for a total contract of \$42,500 to be paid by percentage of completion of project deliverables broken down into five completion stages. Term of Agreement: July 1, 2012 – June 30, 2013

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

IC Name: Ryther, Susan

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2012-71, Basic Rigging, \$15,000; SOW #2012-72, Console Operators, \$30,000 for a total contract of \$45,000 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 – June 30, 2013

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

IC Name: Accardi, Millicent

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2010-29, Operator Development Program-Furnaces, \$1,700; SOW #2011-45, Honeywell Basics Phase 2, \$32,000 for a total contract of \$33,700 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

iC Name: Smemoe, Kristi

Services: Instructional Design Services for Chevron Products Company Master Services Agreement

(Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2011-36, PTEC C110 Media, \$2,500; SOW #2012-63, Hand Tools II for Pipe Fitters, \$14,000 for a total contract of \$16,500 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement

(Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2011-42, CO PCO Mentoring, \$11,975; SOW #2011-45, Honeywell Basics Phase 2, \$36,000; SOW #2011-47, Redesign Safety CBTS-LDAR, \$4,645; SOW #2011-54, 5-Why Incident Investigation, \$7,650, for a total contract of \$60,270 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2011-55, New Hire Safety Compliance, \$15,495; SOW #2012-62, IIF for Front-Line Supervisors, \$10,640; SOW #2012-64, Redesign of Safety CBTS-Housekeeping and Waste Container Management, \$10,000; SOW #2012-65, Redesign of Safety CBTS-Spill Prevention Control and Countermeasures, \$10,000; SOW #2012-70, Safety CBT: Floor Warden Refresher Training, \$5,000 for a total contract of \$51,135 to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

IC Name: Oskorus, David

Services: Developing interactive pages in Flash for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2011-47, Safety CBTS-Fugitive Emissions/Leak Detection and Repair (LDAR), \$10,000; SOW #2011-55, New Hire Safety Compliance, \$30,000; SOW #2012-64, Redesign of Safety CBTS-Housekeeping and Waste Container Management, \$10,000; SOW #2012-65, Redesign of Safety CBTS-Spill Prevention Control and Countermeasures, \$10,000; SOW #2012-70, Safety CBT: Floor Warden Refresher Training, \$5,000 for a total contract of \$65,000 to be paid 50% upon delivery of first version and 50% upon approval of final version.

Term of Agreement: July 1, 2012 – June 30, 2013

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

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional design services for Chevron Products Company Master Services Agreement (Board approved: 2/3/10).

Payment Schedule/Compensation: SOW #2012-73, Temporary Leak Repair, \$3,200; SOW #2012-74, Cutting Tools, \$10,500; SOW #2012-75, Hydrotesting, \$10,400; SOW #2012-76, Honeywell DCS Maintenance, \$10,800; SOW #2012-77, Cogen D-Train-Phase 1 Analysis, \$1,000 for a total contract of \$35,900, to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 – June 30, 2013

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

IC Name: Ryther, Susan

Services: Instructional Design Services for Chevron Products Company Master Services Agreement

(Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2012-74, Cutting Tools, \$15,000; SOW #2012-75, Hydrotesting, \$10,000; SOW #2012-76, Honeywell DCS Maintenance, \$30,000; SOW #2012-77, Cogen D-Train-Phase 1 Analysis, \$9,000 for a total contract of \$64,000, to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

UNDER \$10,000

IC Name: Wilcox, Susan A.

Services: Website text content development for Coast Learning Systems

Payment Schedule/Compensation: A total contract of \$2,500 to be paid upon milestone deliverables.

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: Office of Learning and Information Technologies (OL&IT) ancillary Marketing funds.

IC Name: Shollenberger, Tara

Services: Review, edit and rewrite quiz questions for the Online Public Speaking course.

Payment Schedule/Compensation: Seven lessons @ \$150/lesson for a total contract of \$1,050.

Term of Agreement: June 21, 2012 - June 30, 2012

Source of Funding: OL&IT ancillary funds for the Online Public Speaking course.

IC Name: Collum, Tracy

Services: Review, edit and rewrite quiz questions for the Online Public Speaking course.

Payment Schedule/Compensation: Seven lessons @ \$150/lesson for a total contract of \$1,050.

Term of Agreement: June 21, 2012 - June 30, 2012

Source of Funding: OL&IT ancillary funds for the Online Public Speaking course.

IC Name: Dixon Rogers, LLC

Services: Voiceover narration for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2011-47, Safety CBTS-Fugitive Emissions/Leak Detection and Repair (LDAR), \$500; SOW #2011-55, New Hire Safety Compliance, \$2,000; SOW #2012-64, Redesign of Safety CBTS-Housekeeping and Waste Container Management, \$500; SOW #2012-65, Redesign of Safety CBTS-Spill Prevention Control and Countermeasures, \$500; SOW #2012-70, Safety CBT: Floor Warden Refresher Training, \$500 for a total contract of \$4,000 to be paid upon completion of project deliverables.

Term of Agreement: July 1, 2012 - June 30, 2013

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

IC Name: Huntington Commercial Publications

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10).

Payment Schedule/Compensation: SOW #2012-73, Temporary Leak Repair, \$7,000, for a total contract of \$7,000, to be paid by percentage of completion of project deliverables broken down into five completion stages.

Term of Agreement: July 1, 2012 - June 30, 2013

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

REVISION TO PREVIOUS BOARD ACTION

\$10,000 AND OVER

UNDER \$10,000

IC Name: Jasinski, Cheryl

Services: Marketing, Outreach and the Recruitment of new military students.

Payment Schedule/Compensation: Revision is to increase the contract amount by \$506, for a total revised

contract amount of \$3,818. (Prior Board Approval: 12/14/2011)

Term of Agreement: June 21, 2012 – June 30, 2012 Source of Funding: Contract Education ancillary funds

IC Name: Wells, Derrick D.

Services: To provide technical support, including labor and software, to reformat our Fallon, New Mexico

National Testing Center computers.

Payment Schedule/Compensation: \$1,088.44 paid upon receipt and approval of invoice.

Term of Agreement: June 21, 2012 – June 30, 2012 Source of Funding: Contract Education ancillary funds

IC Name: Ridley, Gabrielle

Services: Enter revised content into Moodle for the Psychology: The Human Experience, and Stepping

Stones: Child Development online courses.

Payment Schedule/Compensation: 46 lessons @ \$50/lesson for a total revised contract of \$2,300 (Revision is to increase assignment by 6 lessons @ \$50/lesson. Prior Board Approval: 5/2/12).

Term of Agreement: June 21, 2012 - June 30, 2012

Source of Funding: OL&IT ancillary Publications Revisions funds

21. Authorization for Professional Development Program

22. Authorization for Staff Development

Subject 22.01 GWC - Staff Development

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 22. Authorization for Staff Development

Access Public

Type Consent

Counseling Division Retreat

Date(s): June 29, 2012

Purpose: Review policy updates and procedures from student services departments

Cost/Purpose/Funding Source: \$500 for refreshments from BFAP and Assessment Center Trust funds.

Criminal Justice Training Center Leadership and Ethics Institute Symposiums (LEI)

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

Purpose: The Leadership and Ethics Institute promotes the study, research and practice of principled

leadership and unwavering ethics

Cost/Purpose/Funding Source: \$2,500 for food, refreshments, rentals, promotions, and publications from

CJTC Leadership & Ethics Institute funds.

23. Approval of Purchase Orders

Subject

23.01 DIST - Purchase Orders

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

23. Approval of Purchase Orders

Access

Public

Type

Consent

File Attachments

Final PO Board List.pdf (12 KB)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0327075	Tangram	CCC-GB	6254	248,261.12
	Fixtures & Furnishing for CCC Newport Beach Learning Center (GOB) Board Date: 05/16/12			,
P0327095	Public Private Ventures	DIS	5899	120,000.00
	Professional Services Agreement for			
	management of District owned land (Fund 40)			
DOSSTORS	Board Date: 05/16/12	516		
P0327063	Vasquez & Co LLP	DIS	5743	116,752.00
	2011-2012 Audit fees for financial & compliance audit. Board Date: 02/01/12.			
P0327078	Amer Seating Co	OCC-GB	4312	52,197.97
	Upgrade theater seating for large lecture hall (GOB)			
PO327059	Graybar Electric	CCC	6254	50,000.00
	Open PO for cabling supplies for CCC Newport			
D400-0-1	Beach Learning Center (Fund 40)			
P0327074	Digital Networks Group Inc	OCC-GB	6412	45,253.68
D0007070	Panasonic projectors for classrooms (GOB)			
P0327079	Hewlett Packard	CCC	6412	45,240.56
P0327119	Desktop computers for classrooms ePlus Technology inc	014/0	0.400	
FU32/119	Computer network hardware & software	GWC	6402	37,782.34
	infrastructure upgrade			
P0327106	GovDirect Inc	GWC	6412	10 024 64
. 662. 166	Computer notebooks for technical education	GVVC	0412	19,931.61
P0327090	ePlus Technology inc	CCC	6412	17,525.35
	Computer & network infrastructure upgrade	000	0412	11,020.00
P0327072	Village Nurseries LP	OCC-GB	6124	15,966.50
	Plants & shrubs for Campus-Wide Landscape	000 05	0124	
	(GOB)			
P0327082	Tangram	CCC	4312	15,162.23
	Furniture & fixtures for Los Alamitos Military	,		,
	program facility			
P0327124	ePlus Technology inc	GWC	6402	15,050.11
555555	Computer network infrastructure upgrade			
P0327081	Vital Link OC	DIS	5899	11,000.00
	Prep & logistics support for two externship soft			
D0007046	skill events. Board Date: 04/06/11			
P0327046 P0327088	TruGreen Limited Partnership	GWC	5899	9,995.00
P0327086 P0327136	Options Unlimited Intelecom	CCC	4312	9,770.00
P0327060		CCC	5748	8,140.00
P0327090 P0327096	Apple Computer Inc Amy Transportation	GWC	4315	7,972.67
P0327090 P0327116	Governet	DIS	5857	7,800.00
P0327110	Acoustical Material Services	DIS	5899	7,500.00
P0327149 P0327118	Ovid Technologies Inc	CCC	4312	7,300.00
1 0321 110	O FIG. 1 GOTTHOLOGIES INC.	GWC	5699	7,280.00

Purchase Orders

P03277055 GovConnection Inc DIS 5699 7,242.97 P0327704 Amer Underground Inc DIS 5899 6,850.00 P03270707 Leonard Chaldez Tree Service OCC-GB 6124 6,055.00 P03270708 CSI Electrical Contractors Inc OCC-GB 6250 5,629.34 P0327739 CSI Electrical Contractors Inc OCC-GB 6250 5,629.34 P0327739 CSI Electrical Contractors Inc OCC-GB 6250 5,485.00 P0327080 Smith Pipe & Supply Inc OCC-GB 6250 5,485.00 P0327081 Smith Pipe & Supply Inc OCC-GB 6412 5,279.49 P0327143 Electrical Systems Electric OCC 6699 5,160.00 P0327091 OC Business Council OCC 5669 5,160.00 P0327093 Vital Link OC DIS 5899 4,750.00 P0327031 Vital Link OC DIS 5899 4,750.00 P0327071 Apex Audio Inc GWC 4315 3,979.31 P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc OCC-GB 6124 3,971.84 P0327113 Sierra School Equipment Co CCC 5699 3,650.00 P0327134 IRR Consulting DIS 5389 3,655.00 P0327135 Sierra School Equipment Co CCC 5899 3,655.00 P0327136 Sierra School Equipment Co OCC-GB 6250 3,270.00 P0327137 Firy's Electric OCC-GB 6250 3,270.00 P0327140 P0327077 SVM LP GWC 7601 3,000.00 P0327141 P0327077 P0327078 P0327078 P0327079 P0327089 P0327					
P0327064	P0327055	GovConnection Inc	DIS	5699	7,242.97
P0327064	P0327128	Infinite Security Solutions	CCC	5899	7,000.00
P0327777			DIS	5899	
P0327117					
P03271994 CSI Electrical Contractors Inc OCC-GB 6250 5,629.34 P0327139 Electro Systems Electric OCC-GB 6250 5,485.09 P0327104 Senit Computer Products Inc OCC-GB 4312 5,279.49 P0327143 Engineerica Systems Inc OCC 5699 5,160.00 P0327020 OCC S699 5,160.00 P0327031 OCC OCC S699 5,160.00 P0327091 OCC DIS S320 5,000.00 P0327092 OCC DIS S399 4,750.00 P0327020 Apex Audio Inc OCC GBWC 4315 3,973.31 P0327120 Apex Audio Inc OCC-GB 6124 3,971.84 P0327121 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327121 Ocprint Systems Inc GWC S306 3,905.90 P0327036 Smarthinking Inc OCC-GB 6124 3,971.84 P0327131 IRH Consulting DIS S899 3,500.00 P0327332 Sierra School Equipment Co OCC-GB S899 3,500.00 P0327342 Electro Systems Electric OCC-GB 5899 3,500.00 P0327343 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc OCC-GB 6250 3,250.00 P0327145 Possible Flectric OCC-GB 6250 3,250.00 P0327146 Pearson Education CCC 4312 2,969.07 P0327147 Pry's Electronics CCC 4312 2,969.07 P0327148 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply OCC 4312 2,969.07 P0327058 Possible Flectric GWC 5699 2,545.00 P0327145 SWM LP CCC 7601 2,606.45 P0327147 Oxpole Computer Inc CCC 6389 2,545.00 P0327148 Oxpole Computer Inc CCC GS89 2,545.00 P0327149 Oxpole Computer Inc CCC GS89 2,606.30 P0327107 Oxpole Computer Inc CCC GS89 2,606.30 P0327107 Oxpole Computer Inc CCC GS89 2,606.30 P0327107 Oxpole Computer Inc CCC GS89 2,606.30 P0327108 Saddleback Materials Co Inc GWC G301 2,049.51 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,049.51 P0327079 Oxpole Computer Inc GWC G301 2,049.51 P0327080 Oxpole Computer Inc GWC G301 2,049.51 P0327091 Oxpole Computer Inc GWC G301 2,049					
P0327139 Electro Systems Electric OCC-GB 6250 5,485.00 P0327069 Smith Pipe & Supply Inc OCC-GB 4312 5,304.97 P0327143 Engineerica Systems Inc OCC 5699 5,160.00 P0327062 GCI Construction Inc OCC 5665 5,100.00 P0327063 Vital Link OC DIS 5320 5,000.00 P0327083 Vital Link OC DIS 5320 5,000.00 P0327071 Apex Audio Inc GWC 4315 3,979.31 P032712 Apex Audio Inc GWC 4315 3,979.31 P0327140 Apex Audio Inc GWC 5306 3,905.90 P0327141 Northaost Painting Co GCC 5899 3,655.00 P0327141 Northcott Painting Co CCC 5899 3,655.00 P0327151 IRH Consulting DIS 5899 3,200.00 P0327166 Smarthinking Inc CCC 5699 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327078 SVM LP GWC 7601 3,000.00 P0327079 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327048 Time Warner Cable Inc CCC 5519 P0327049 Poason Education CCC 4312 2,969.07 P0327045 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327047 Respondus Inc GWC 312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327147 Respondus Inc GWC 4312 2,400.00 P0327148 Poarson Education CCC 4312 2,765.11 P0327145 SVM LP CCC 6411 2,865.30 P0327067 Rhino Electric Supply CCC 6411 2,865.30 P0327086 Saddleback Materials Co Inc GWC 6301 2,049.76 P0327146 DTA Consulting Engineers Inc CCC 5898 2,100.00 P0327149 Apple Computer Inc CCC 5898 2,100.00 P0327081 Gale Group Inc GWC 6301 2,049.51 P0327093 Gale Group Inc GWC 6301 2,049.51 P0327094 Community Lock & Safe Service GWC 6301 2,049.51 P0327095 Gale Group Inc GWC 6301 2,049.51 P0327097 Vigla Networks Group Inc GWC 6301 2,049.51 P0327097 Office Depot CCC 4312 4,25.68 P0327098 Connell Chevrolet DIS 6667 1,232.3					
P0327069	P0327094	CSI Electrical Contractors Inc			
P0327104 Sehi Computer Products Inc GWC 6412 5,279.49 P0327143 Engineerica Systems Inc OCC 5689 5,160.00 P0327062 GCI Construction Inc OCC 5685 5,100.00 P0327091 OC Business Council DIS 5320 5,000.00 P0327083 Vital Link OC DIS 5899 4,750.00 P0327010 Apex Audio Inc GWC 4315 3,979.31 P0327011 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P032714 Northcott Painting Co CCC 5899 3,655.00 P0327131 LRH Consulting DIS 5899 3,520.00 P0327131 LRH Consulting DIS 5899 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327077 SVM LP GWC 7601 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,866.30 P0327146 SVM LP CCC 6411 2,865.30 P0327147 Respondus Inc GWC 5699 2,545.00 P0327148 Poarson Education GWC 5699 2,545.00 P0327149 Respondus Inc GWC 5699 2,545.00 P0327140 Apple Computer Inc CCC 6398 2,100.00 P03271410 Apple Computer Inc CCC GS98 2,100.00 P0327086 Saddleback Materials Co Inc CCC GS98 2,603.63 P0327087 Gale Group Inc GWC 6301 2,061.70 P0327088 Gale Group Inc GWC 6301 2,061.70 P0327098 Gale Group Inc GWC 6301 2,069.80 P0327099 WS Rouse Co OCC-GB 6120 1,541.91 P0327090 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327090 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327090 Connell Chevrolet DIS 6657 1,232.35 P0327090 Connell Chevrolet DIS 6657 1,232.35 P0327090 Connell Chevrolet DIS 6657 1,232.35 P0327090 Connell Chevrolet DIS	P0327139	Electro Systems Electric	OCC-GB	6250	5,485.00
P0327143 Engineerica Systems Inc	P0327069	Smith Pipe & Supply Inc	OCC-GB	4312	5,304.97
P0327143 Engineerica Systems Inc	P0327104	Sehi Computer Products Inc	GWC	6412	5,279.49
P0327062 GC Construction Inc OCC 5665 5,100.00 P0327091 OC Business Council DIS 5320 5,000.00 P0327083 Vital Link OC DIS 5899 4,750.00 P0327120 Apex Audio Inc GWC 4315 3,979.31 P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327114 Northcott Painting Co CCC 5899 3,655.00 P0327065 Smarthinking Inc CCC 5899 3,520.00 P0327131 LRH Consulting DIS 5899 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 6250 3,250.00 P0327133 Sierra School Equipment Co OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327143 Fearson Education CCC 4312 2,969.07 P0327145 SVM LP CCC 4312 2,969.07 P0327146 Pearson Education CCC 4312 2,969.07 P0327147 SVM LP CCC 4312 2,765.11 P0327147 SWM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327107 Respondus Inc GWC 5699 2,545.00 P0327107 Apple Computer Inc CCC 4312 2,400.00 P0327110 Apple Computer Inc CCC 5898 2,063.63 P0327080 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327081 TrainSignal CCC 5898 2,063.63 P0327082 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327037 Digital Networks Group Inc GWC 6301 2,049.51 P0327037 Digital Networks Group Inc GWC 6301 2,049.51 P0327037 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327107 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5667 1,232.35		•			5 160.00
P0327091 OC Business Council DIS 5320 5,000.00 P0327083 Vital Link OC DIS 5889 4,750.00 P0327120 Apex Audio Inc GWC 4315 3,979.31 P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327114 Northcott Painting Co CCC 5699 3,655.00 P0327131 LRH Consulting DIS 5899 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,500.00 P0327133 Sierra School Equipment Co OCC-GB 5899 3,250.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327137 SVM LP GWC 7601 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327143 Pearson Education CCC 4312 2,969.07 P0327145 SVM LP CCC 6411 2,865.30 P0327146 Some Electric Supply OCC 4312 2,765.11 P0327137 SWM LP CCC 7601 2,606.45 P0327138 Grainger OCC-GB 6250 2,479.76 P0327145 SVM LP CCC 7601 2,606.45 P0327146 DYA INTERVAL SUM LP CCC 6411 2,865.30 P0327107 Respondus Inc GWC 5699 2,479.76 P0327107 Respondus Inc GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327120 VWR Int'I LLC GWC 4312 2,400.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327105 OGC GGB GGB GGB GGB GGB GGB P0327087 Digital Networks Group Inc GWC G301 2,049.51 P0327105 Ordinary Incomputer Inc GCC GGB S899 1,965.00 P0327087 Digital Networks Group Inc GWC G301 2,049.51 P0327107 Office Depot CCC 4312 1,425.68 P0327098 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327120 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5667 1,232.35		•			•
P0327083 Vital Link OC DIS 5899 4,750.00 P0327120 Apex Audio Inc GWC 4315 3,979.31 P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327114 Northcott Painting Co CCC 5899 3,655.00 P0327131 LRH Consulting DIS 5899 3,520.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6899 3,270.00 P0327142 Fire Warner Cable Inc CCC 5519 3,000.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327145 Frearson Education CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop <td></td> <td></td> <td></td> <td></td> <td>•</td>					•
P0327120 Apex Audio Inc GWC 4315 3,979.31 P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327141 Northcott Painting Co CCC 5899 3,655.00 P0327066 Smarthinking Inc CCC 5699 3,520.00 P0327131 LRH Consulting DIS 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 5899 3,270.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply OCC 4312 2,969.07 P0327145 SVM LP CCC 4312 2,969.07 P0327107 Respondus Inc GWC 5699 2,545.00 P0327145 SVM LP CCC 7601 <td></td> <td></td> <td></td> <td></td> <td>•</td>					•
P0327071 Normans Nursery Inc OCC-GB 6124 3,971.84 P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327106 Northcott Painting Co CCC 5899 3,655.00 P0327066 Smarthinking Inc CCC 5699 3,520.00 P0327131 LRH Consulting DIS 5899 3,200.00 P0327132 Sierra School Equipment Co OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327047 Electro Systems Electric CCC 5519 3,000.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P032704707 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 4312 2,969.07 P0327145 Rhino Electric Supply CCC 6411 2,865.30 P0327107 Respondus Inc					
P0327112 Goprint Systems Inc GWC 5306 3,905.90 P0327114 Northcott Painting Co CCC 5899 3,655.00 P0327131 LRH Consulting DIS 5899 3,520.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327145 Fry's Electronics CCC 4312 3,000.00 P0327146 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply CCC 6411 2,865.30 P0327057 Rhino Electric Supply CCC 4312 2,765.11 P0327125 SVM LP CCC 7601 2,606.45 P0327136 Grainger OCC-GB 6250 2,479.76 P0327107 Respondus Inc GWC	P0327120	Apex Audio Inc	GWC	4315	
P0327114 Northcott Painting Co CCC 5899 3,655.00 P0327066 Smarthinking Inc CCC 5699 3,520.00 P0327131 LRH Consulting DIS 5899 3,520.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply CCC 6411 2,365.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327113 Grainger OCC-GB 6250 2,479.76 P0327110 Apple Computer Inc CCC	P0327071	Normans Nursery Inc	OCC-GB	6124	3,971.84
P0327114 Northcott Painting Co CCC 5899 3,655.00 P0327066 Smarthinking Inc CCC 5699 3,520.00 P0327131 LRH Consulting DIS 5899 3,520.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply CCC 6411 2,365.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327113 Grainger OCC-GB 6250 2,479.76 P0327110 Apple Computer Inc CCC	P0327112	Goprint Systems Inc	GWC	5306	3,905.90
P0327066 Smarthinking Inc CCC 5699 3,520.00 P0327131 LRH Consulting DIS 5899 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warmer Cable Inc CCC 5519 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327145 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply CCC 4411 2,865.30 P0327057 Rhino Electric Supply CCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327145 SVM LP CCC 7601 2,606.45 P0327145 SVM LP CCC 7601 2,606.45 P0327145 SVM LP CCC 7801 2,606.4		· · ·	CCC	5899	
P0327131 LRH Consulting DIS 5899 3,500.00 P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327145 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply OCC 4312 2,665.30 P0327157 Rhino Electric Supply OCC 4312 2,765.11 P0327157 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'I LLC GWC 4312 2,400.00 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327085 Baker & Taylor GWC		-			•
P0327132 Sierra School Equipment Co OCC-GB 5899 3,270.00 P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327142 Fry's Electronics CCC 4312 2,969.07 P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327122 VWR Int'l LLC GWC 5699 2,545.00 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327124 DTA Consulting Engineers Inc CCC 4315 2,150.75 P0327106 Baker & Taylor GW		-			•
P0327134 Electro Systems Electric OCC-GB 6250 3,250.00 P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply CCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327123 Grainger OCC-GB 6250 2,479.76 P0327124 VWR Int'I LLC GWC 4312 2,400.00 P0327125 VWR Int'I LLC GWC 4312 2,400.00 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327086 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327085 Gale Group Inc GWC <		-			•
P0327048 Time Warner Cable Inc CCC 5519 3,000.00 P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327057 Rhino Electric Supply CCC 6411 2,865.30 P0327057 Rhino Electric Supply CCC 7601 2,606.45 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'I LLC GWC 4312 2,400.00 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327146 DTA Consulting Engineers Inc CCC 5899 2,000.00 P0327086 Baker & Taylor GWC 6301 2,049.51 P0327085 Gale Group Inc GWC 6301					
P0327077 SVM LP GWC 7601 3,000.00 P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327088 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301	P0327134	_			
P0327142 Fry's Electronics CCC 4312 3,000.00 P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327110 Apple Computer Inc GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327098 MS Rouse Co OCC-GB	P0327048	Time Warner Cable Inc	CCC	5519	3,000.00
P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327085 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327085 TrainSignal CCC 5898 2,063.63 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327087 Scantron Corp CCC 4312 2,002.88 P0327084 Community Lock & Safe Service GWC	P0327077	SVM LP	GWC	7601	3,000.00
P0327148 Pearson Education CCC 4312 2,969.07 P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327085 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327085 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,049.51 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327089 MS Rouse Co CCC 4312	P0327142	Fry's Electronics	CCC	4312	3,000.00
P0327053 Coast Fitness Repair Shop CCC 6411 2,865.30 P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327088 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327085 Salder & Taylor GWC 6301 2,061.70 P0327086 Baker & Taylor GWC 6301 2,049.51 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC		•	CCC	4312	
P0327057 Rhino Electric Supply OCC 4312 2,765.11 P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327085 TrainSignal CCC 5898 2,063.63 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC					
P0327145 SVM LP CCC 7601 2,606.45 P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'I LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899					
P0327107 Respondus Inc GWC 5699 2,545.00 P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327088 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC					•
P0327133 Grainger OCC-GB 6250 2,479.76 P0327122 VWR Int'l LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327100 Office Depot CCC					•
P0327122 VWR Int'I LLC GWC 4312 2,400.00 P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327098 Connell Chevrolet <t< td=""><td>P0327107</td><td>-</td><td></td><td></td><td></td></t<>	P0327107	-			
P0327110 Apple Computer Inc CCC 4315 2,150.75 P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327133	Grainger	OCC-GB	6250	2,479.76
P0327146 DTA Consulting Engineers Inc CCC 5899 2,100.00 P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327129 Office Depot CCC 4312 1,477.40 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327122	VWR Int'I LLC	GWC	4312	2,400.00
P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327110	Apple Computer Inc	CCC	4315	2,150.75
P0327068 Saddleback Materials Co Inc OCC-GB 6120 2,089.00 P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327146	DTA Consulting Engineers Inc	CCC	5899	2.100.00
P0327125 TrainSignal CCC 5898 2,063.63 P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35					
P0327086 Baker & Taylor GWC 6301 2,061.70 P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327129 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35					
P0327085 Gale Group Inc GWC 6301 2,049.51 P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327129 Office Depot CCC 4312 1,477.40 P0327098 Connell Chevrolet DIS 5657 1,232.35					=
P0327101 Scantron Corp CCC 4312 2,002.88 P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35		_			
P0327089 MS Rouse Co OCC-GB 5899 1,965.00 P0327084 Community Lock & Safe Service GWC 6411 1,889.00 P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35		•			
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P0327073 Digital Networks Group Inc OCC-GB 5899 1,703.35 P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327089	MS Rouse Co	OCC-GB	5899	1,965.00
P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327084	Community Lock & Safe Service	GWC	6411	1,889.00
P0327137 TCD Services Inc GWC 5899 1,600.00 P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327073	Digital Networks Group Inc	OCC-GB	5899	1,703.35
P0327093 Valley Crest Tree Co OCC-GB 6120 1,541.91 P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35	P0327137	-	GWC	5899	1.600.00
P0327100 Office Depot CCC 4312 1,477.40 P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35					
P0327129 Office Depot CCC 4312 1,425.68 P0327098 Connell Chevrolet DIS 5657 1,232.35		•			•
P0327098 Connell Chevrolet DIS 5657 1,232.35		-			•
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P0327115 Bob's Shade & Linoleum CCC 5899 1,135.10					· ·
	P0327115	Bob's Shade & Linoleum	CCC	5899	1,135.10

Purchase Orders

P0327061	Goprint Systems Inc	GWC	4315	1,075.61
P0327049	ProForce Law Enforcement	GWC	4312	1,063.06
P0327135	Tremco Inc	GWC	5899	1,000.00
P0327140	Tangram	CCC	4312	997.62
P0327144	Office Depot	OCC	4312	973.88
P0327111	League for Innovation	CCC	5320	950.00
P0327126	Office Depot	DIS	4312	916.71
P0327080	Provantage Corp	CCC	4315	792.96
P0327147	Infinite Security Solutions	CCC	4312	758.36
P0327099	Sehi Computer Products Inc	CCC	4315	674.69
P0327097	Fleet Services Inc	DIS	5657	603.59
P0327087	Monoprice Inc	CCC	4315	537.13
P0327127	SARS Software Products Inc	GWC	5899	500.00
P0327050	PSS World Medical Inc	GWC	4312	491.92
P0327054	Office Depot	CCC	4312	465.37
P0327105	Hewlett Packard	GWC	4315	441.75
P0327051	Fitness Wholesale	CCC	4312	377.88
P0327052	Aladdin Flowers Inc	CCC	4312	369.90
P0327108	Dartco Transmission Sales & Service	DIS	5657	356.03
	- Amazon.com	DIS	4312	355.56
P0327138	Office Depot	GWC	4315	320.18
P0327113	Golden Trophy & Awards	CCC	5899	197.18
P0327102	Scantron Corp	CCC	4312	190.31
P0327141	Office Depot	CCC	4312	150.00
P0327058	Harbor Freight Tools	OCC	4312	145.17
P0327123	Flinn Scientific Inc	GWC	4312	129.84
P0327076	Sehi Computer Products Inc	DIS	4312	115.99
P0327121	Blue Sky Outfitters	GWC	4312	105.05
P0327067	Office Depot	DIS	4312	102.79
P0327109	Educause	OCC	5699	40.00
P0327056	Fuse Depot	OCC	4312	36.72
P0327103	Hitt Marking Devices Inc	DIS	4312	18.64
	Total			\$1,050,994.88

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

Purchase Orders

5700-5899	Other Expense of Operations
6100-6299	Site/Site Improvements/Building
6300-6399	Books, New Acquisitions
6400-6499	Equipment, New/Replacement

24. Ratification / Approval of Checks

Subject

24.01 District

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

24. Ratification / Approval of Checks

Access

Public

Type

Consent

File Attachments

Check Approval 06-20-12.pdf (158 KB)

NUMBER	NAME OF VENDOR	AMOUNT
0168664	Wells Fargo Bank NA CCCD Lease Revenue Bonds Series 2011 A	779,927.49
0168856	UnitedHealthcare of California Medical Premiums	607,752.20
0168844	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Beach Learning Center	471,114.00
0168848	Dennison Electric Inc Bid 1992 Newport Beach Learning Center	327,338.00
0168854	Kaiser Foundation Health Plan Inc Medical Premiums	294,500.16
0169144	Medco Health Solutions Inc Medical Prescription Claims	268,510.06
0168665	Medco Health Solutions Inc Medical Prescription Claims	249,405.90
0168413	ACSIG Dental / Edge Dental Claims	214,655.88
0168582	Coast Community College Dist Medical Claims	206,282.73
0169118	WestEd SB70 Evaluation Grant	203,378.18
0169163	Blackboard Inc Software license and service agreement	201,388.00
0168805	Coast Community College Dist Medical Claims Coast Community College Dist	182,729.85
0169274 0168985	Medical Claims Coast Community College Dist	164,546.56 157,132.85
01699011	Medical Claims Blackboard Inc	156,966.00
0169345	Annual software license for application Keenan & Associates	155,597.99
0168366	Protected Insurance Program May Keenan & Associates	155,597.91
0168850	Protected Insurance Program June Superior Wall Systems Inc	144,881.00
0169342	Bid 1992 Newport Beach Learning Center Coast Community College Dist	144,771.49
0169343	Medical Claims Coast Community College Dist	132,518.71
0168954	Medical Claims Southern Calif Edison Co Electricity District-wide	116,749.11

0169181	Constellation NewEnergy Inc Electrical District-wide	111,896.11
0168907	Hewlett Packard	102 275 00
0100907	GWC Computer Science Labs computers	103,375.88
0168546	TouchNet Information Systems Inc	79,369.47
0100040	Student Tuition Processing Software Renewal	19,309.47
0168695	Constellation NewEnergy Inc	75.026.86
0100093	Electrical District-wide	75,936.86
0168981	Link-Nilsen Corp	75 270 00
0100901	Bid 1992 Newport Beach Learning Center	75,378.00
0168982	PK Mechanical Systems Inc	72.400.00
0100902	Bid 1994 Newport Beach Learning Center	73,468.00
0168851	West-Tech Mechanical Inc	70 205 00
0100001	Bid 1992 Newport Beach Learning Center	70,325.00
0169166	Burke Williams & Sorensen LLP	60 200 72
0100100	District General Counsel Legal Service	69,209.72
0169016	CCCD Student Refunds	E0 400 00
0103010	Student Refunds	58,492.38
0169177	CCCD Student Refunds	EC E70 04
0103177	Student Refunds	56,578.34
0169090	Secure Content Solutions	54 275 00
0100000	OCC 5-yr Software Service Maintenance Agreement	54,375.00
0168845	Anderson Charnesky Structural Steel Inc	52,346.00
0.000.0	Bid 1992 Newport Beach Learning Center	32,340.00
0169146	Reliastar Life Insurance Co	49,392.19
	Reinsurance Premiums	49,092.19
0169148	Reliastar Life Insurance Co	43,092.54
	Reinsurance Premiums	40,032.04
0168961	The Irvine Co LLC	37,105.12
	Lease Payment for One Stop Irvine	01,100.12
0168849	Dennison Electric Inc	36,671.00
	Bid 1992 Newport Beach Learning Center	00,07 1.00
0168881	CCCD - SEOG	35,938.00
	Matching Fund Budget Transfer	00,000.00
0168890	ePlus Technology inc	35,027.18
	Networking Infrastructure Upgrade	00,027.10
0168603	Employment Development Dept-EDD	28,969.96
	1st Qtr EID	20,000.00
0168451	CCC Contract Education	28,752.30
	Military Fee Reconciliation	_0,1 02.00
0168634	Outdoor Media Group	28,752.30
	CCC Monument Signs	_5,, 52.00
0168583	Delta Health Systems	27,981.00
	Medical Administrative Fees	,001.00

0168787	UPS Protection Inc	27,875.49
0100707	Upgrade uninterrupted power supply	21,010.10
0168417	Delta Health Systems	27,844.00
0100417	Medical Administrative Fees	27,011.00
0168587	Vision Service Plan	25,808.17
0100307	Vision Plan Premiums	20,000.17
0169005	Atkinson Andelson Loya Ruud & Romo	22,651.78
0168700	Dell Higher Education	22,039.13
0168964	Vasquez & Co LLP	22,000.00
0169347	Reliastar Life Insurance Co	21,848.47
0168801	Xerox Corp	19,790.32
0168407	Waxie Sanitary Supply	19,172.59
0168255	CCCD Student Refunds	18,678.85
0168579	Sea Clear Pools Inc	18,377.53
0168694	College Board	17,825.00
0169346	Vision Service Plan	17,233.70
0168415	Anthem Blue Cross	16,967.03
0168580	Anthem Blue Cross	16,924.22
0168256	CI Solutions	16,509.11
0169314	Mesa Consolidated Water Dist	14,888.36
0168797	Waxie Sanitary Supply	14,709.41
0168333	SunGard Higher Education Inc	14,580.00
0168541	SVM LP	14,180.00
0169266	Waxie Sanitary Supply	13,617.17
0168538	Southern Calif Edison Co	13,035.18
0169034	FARO Technologies Inc	12,640.00
0168688	CCCD Student Refunds	12,580.00
0168980	Inland Building Construction Cos Inc	12,395.00
0168261	Community College League of Calif	11,448.12
0168927	Mesa Consolidated Water Dist	11,383.80
0168463	Dell Higher Education	11,037.52
0169102	Sun Environmental Engineering Services Inc	11,000.00
0168544	The Gas Co	10,869.03
0168301	OC Auditor-Controller	10,707.00
0168457	Coast Community College Dist	10,000.00
0169044	GWC RHORC Trust	10,000.00
0169072	Options Unlimited	9,770.00
0168734	Lynberg & Watkins	9,656.27
0169064	OC Auditor-Controller	9,329.00
0168352	Waxie Sanitary Supply	9,228.72
0169249	Southern Calif Edison Co	9,100.23
0168253	CCC Contract Education	9,000.00
0168254	CCC Contract Education	8,812.00
0168284	Intelecom	8,404.00

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0168412	Sea Clear Pools Inc	8,402.70
0168799	Xerox Corp	8,356.56
0168459	Coast Community College Dist	8,300.00
0169335	Union Bank	8,009.53
0168940	Pelican Center LP	8,000.00
0169157	Apple Computer Inc	7,972.67
0168658	Waxie Sanitary Supply	7,956.88
0168619	Lew Edwards Group	7,916.66
0169000	Amy Transportation	7,800.00
0168383	Mesa Consolidated Water Dist	7,604.98
0168353	Western Graphics Plus	7,577.18
0169216	L & T Print Corp	7,515.56
0169087	RJ's Coaching & Consulting	7,500.00
0168692	City of Huntington Beach	7,390.29
0168663	Xerox Corp	7,385.98
0168852	West-Tech Mechanical Inc	7,314.00
0169108	ThyssenKrupp Elevator Corp	7,242.00
0168976	Xerox Corp	7,191.50
0169311	ii Fuels, Inc	7,104.21
0168978	OCC Food Services	7,004.80
0169289	Araceli Calderon	6,987.91
0168445	Calif Tool Welding Supply	6,976.74
0168346	Union Bank	6,737.22
0169070	OCE' Financial Services Inc	6,733.03
0168678	Black Box Network Services	6,625.75
0168547	Townsend Public Affairs Inc	6,550.00
0168452	CCCD Student Refunds	6,526.00
0168885	Creative Career Management	6,475.00
0169063	OC Auditor-Controller	6,375.00
0169175	CCC Contract Education	6,210.69
0169122	Xerox Corp	6,193.36
0168264	Crop Production Services Inc	6,169.71
0168422	ACCT	6,053.00
0168983	Southland Industries	6,026.00
0168984	Southland Industries	6,026.00
0169139	Southland Industries	6,026.00
0168283	Intelecom	6,000.00
0169189	Electro Systems Electric	5,910.00
0168959	The Gas Co	5,871.38
0169221	LRH Consulting	5,750.00
0168280	Hoover Printing & Lithography Inc	5,586.84
0168874	Business Properties Partnership No 15	5,533.51
0169285	ATI/Assessment Technologies Institute LLC	5,500.00
0168846	Best Contracting Services Inc	5,481.00

0169024 CFF III. 5,325.38 0169161 AYU Technology Solutions LLC 5,360.85 0168712 Gail Materials 5,155.46 0168935 Office Depot 5,007.29 0169276 Milliman 5,000.00 0169032 ePlus Technology Inc 4,995.29 0168870 AT & T 4,928.92 0168870 AT & T 4,928.92 0168870 DIH Higher Education 4,940.57 0168870 Drew & Associates 4,800.00 0168712 Union Bank 4,747.29 01689173 CCC Contract Education 4,633.73 0168655 Unisource Worldwide Inc 4,574.09 0168828 Michael Cooperman 4,550.00 0168873 Xerox Corp 4,529.05 0168873 Xerox Corp 4,480.77 0168868 ABC Companies 4,336.47 0168876 Halo Branded Solutions 4,256.87 0168877 Halo Branded Solutions 4,256.87 0168868 Terremark North America Inc	0460004	CPP inc	5,424.20
0169/161 AYU Technology Solutions LLC 5,360.85 0168712 Gail Materials 5,155.46 0168935 Office Depot 5,097.29 0169032 ePlus Technology inc 4,995.29 0168060 Dell Higher Education 4,991.50 0168870 AT & T 4,928.92 0168960 The Gas Co 4,840.57 0168710 Drew & Associates 4,800.00 0169112 Union Bank 4,747.29 0169173 CCC Contract Education 4,653.73 0168955 Unisource Worldwide Inc 4,550.00 0168956 Unisource Worldwide Inc 4,550.00 0168973 Xerox Corp 4,550.00 01688707 Follett Higher Education Group Inc #1094 4,475.13 0169337 Xerox Corp 4,460.77 0168688 ABC Companies 4,393.29 0168513 Office Depot 4,336.47 0168866 Halo Branded Solutions 4,256.87 0168660 Western Graphics Plus 4,179.97 0168618	0169024		•
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0169032 ePlus Technology inc 4,995.29 0168601 Dell Higher Education 4,991.50 0168870 AT & T 4,928.92 0168890 The Gas Co 4,840.57 0168701 Drew & Associates 4,800.00 0169173 CCC Contract Education 4,633.73 0168655 Unisource Worldwide Inc 4,574.09 0168928 Michael Cooperman 4,550.00 0168973 Xerox Corp 4,529.05 0168707 Follett Higher Education Group Inc #1094 4,475.13 0169337 Xerox Corp 4,460.77 0168668 ABC Companies 4,393.29 0168513 Office Depot 4,336.47 0168276 Halo Branded Solutions 4,256.87 0168660 Western Graphics Plus 4,179.97 0168761 Knorr Systems Inc 4,108.12 0169392 Care Resources Inc 4,002.00 0169141 CCCD Workers Comp Trust Fund 4,014.86 0168722 HRMS Inc 4,000.00 0168915		·	•
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0168668 ABC Companies 4,393.29 0168513 Office Depot 4,336.47 0168276 Halo Branded Solutions 4,256.87 0168958 Terremark North America Inc 4,235.00 0168660 Western Graphics Plus 4,179.97 0168372 Calif Tool Welding Supply 4,140.97 016818 Knorr Systems Inc 4,08.12 0169339 Care Resources Inc 4,072.50 0169141 CCCD Workers Comp Trust Fund 4,014.86 0168623 Richard McGaffigan 4,000.00 0168722 HRMS Inc 4,000.00 0168915 Jackstin 4,000.00 0168908 Southland Industries 3,998.00 0168483 ii Fuels, Inc 3,984.25 0168704 ePlus Technology inc 3,945.37 0168853 Kaiser Foundation Health Plan Inc 3,941.36 0168453 Certified Transportation Services Inc 3,886.44 0169138 Heat Transfer Solutions Inc 3,738.00 0168449 CCC Contract Education 3,672.60<		-	
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0168372 Calif Tool Welding Supply 4,140.97 0168618 Knorr Systems Inc 4,108.12 0169339 Care Resources Inc 4,072.50 0169141 CCCD Workers Comp Trust Fund 4,014.86 0168623 Richard McGaffigan 4,000.00 0168722 HRMS Inc 4,000.00 0168915 Jackstin 4,000.00 016898 Southland Industries 3,998.00 0168483 ii Fuels, Inc 3,984.25 0168704 ePlus Technology inc 3,945.37 0168853 Kaiser Foundation Health Plan Inc 3,941.36 0168453 Certified Transportation Services Inc 3,886.44 0169138 Heat Transfer Solutions Inc 3,738.00 0168449 CCC Contract Education 3,672.60 0168642 Rhino Electric Supply 3,667.43 0169039 Gale Group Inc 3,550.00 0168482 Home Depot 3,520.79 0168356 Xerox Corp 3,508.61			·
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0169290 Carl Karcher Enterprises Inc 3,508.61		•	
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0168829 ii Fuels, Inc 3,466.13		•	
	0168829	ii Fuels, Inc	3,466.13

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0168971	lrina Weisblat	3,450.00
0168741	Mobile Modular Management Corp	3,445.84
0169344	Genworth Life & Annuity Insurance Co	3,443.16
0168614	Irvine Pipe & Supply	3,433.97
0168742	Mr Copy Inc	3,417.03
0168318	Sea Clear Pools Inc	3,400.00
0168396	ROI Networks Inc	3,360.00
0169065	OC Auditor-Controller	3,355.50
0168419	Genworth Life & Annuity Insurance Co	3,312.53
0169066	OC Auditor-Controller	3,302.50
0168686	Caston Office Solutions	3,290.98
0168476	Graybar Electric	3,286.81
0169151	Vision Service Plan	3,252.30
0168257	Coast Community College Dist	3,100.00
0168329	Southern Calif Edison Co	3,097.09
0169045	Hajoch Plumbing Supply	3,083.95
0168824	Greenleigh & Wong Technical Services LLC	3,081.00
0169103	SVM LP	3,000.00
0168831	Andrew Jones	
0168813	Carolina Biological Supply	2,909.75
0168892	First Recovery Group LLC	2,900.20
0168252	CCC	2,887.92
0168289	L & T Print Corp	2,883.61
0169293	Certified Transportation Services Inc	2,758.41
0168304	Office Depot	2,718.84
0169015	CCCD - SEOG	2,715.39
0168889	Doubletree San Diego Mission Valley	2,662.00
0168571	Western Graphics Plus	2,649.96 2,641.34
0168938	Babak Ostovarpour	•
0168809	Apple Computer Inc	2,621.77 2,618.78
0168480	Health Fax	2,600.00
0169279	ABC Companies	2,574.29
0168689	CCCD-Cash Clearing	2,574.2 9 2,548.77
0169025	CR & R Inc	2,538.15
0169178	CDWG	2,535.33
0168681	Calif ETEC	2,500.00
0169295	Kristin Clark	2,500.00
0168307	Martha Parham	2,461.02
0169049	Industrial Metal Supply	2,435.58
0169018	Chronicle of Higher Education	2,412.50
0168343	Total Recall Captioning Inc	2,365.00
0169229	Northcott Painting Co	2,385.00
0168260	College Health Services LLC	2,323.00
0168458	Coast Community College Dist	2,262.00
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	15, 11, 1, 00	2.250.00
0168656	Vital Link OC	2,250.00
0169294	CI Solutions	2,245.36
0169008	Baker & Taylor	2,207.30
0168830	Robert Johnstone	2,200.00
0169004	Ascent Elevator Services	2,145.00
0168581	CCCD Workers Comp Trust Fund	2,124.06
0168545	Thompson Building Materials	2,095.07
0168666	Aardvark Clay Supply	2,079.58
0169202	GovConnection Inc	2,079.56
0168926	Wyoma Mc Kinley	2,061.21
0168755	Postmaster	2,050.00
0168921	Lenth, Lynn	2,044.83
0168919	Konica Minolta Business Solutions	2,041.00
0168776	Southern Calif Edison Co	2,004.36
0168273	Graphic Edge	2,000.00
0168950	Lance Segars	2,000.00
0169183	Crystal Crane	1,999.97
0168365	CCCD Workers Comp Trust Fund	1,998.29
0168599	City of Garden Grove	1,978.58
0168302	OCC Cafeteria #200-5245-0000	1,958.62
0168900	Green Tech	1,939.50
0168568	Katherine Watson	1,938.49
0168450	CCC Contract Education	1,927.63
0168397	SIGMAnet Inc	1,895.63
0169332	Time Warner Cable	1,880.00
0168511	OCC Associated Students	1,869.00
0169225	MSC Industrial Supply Co	1,864.53
0169052	Johnstone Supply	1,840.75
0168572	Xerox Corp	1,826.37
0169317	NASFAA	1,811.00
0168448	CCC	1,804.20
0169020	Coast Community College Dist	1,800.00
0168758	Provantage Corp	1,788.75
0168387	Nextel Communications	1,763.55
0168898	Daniel Gorman	1,740.76
0168625	Mobile Modular Management Corp	1,722.92
0168696	Costa Mesa Country Club	1,700.00
0168750	OCC Phi Theta Kappa	1,700.00
0169055	KPSS Inc	1,689.48
0168876	Carolina Biological Supply	1,688.98
0169115	Vietnamese Community of OC	1,676.50
0169263	Vietnamese Community of OC	1,676.50
0168409	David Whyte	1,672.00
0169030	Eberhard Equipment Inc	1,668.14
3.0000		.,

Check	Approval
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0168949	Schmidt Associates LLC	1,660.00
0169208	Jeffery Hobbs	1,656.21
0168650	State Board of Equalization	1,633.00
0168300	Novo Solutions Inc	1,621.13
0168791	Verizon Wireless	1,605.75
0169170	Warren Carter	1,600.00
0169196	Fry's Electronics	1,595.99
0169047	Home Depot	1,594.44
0168936	On-Site LaserMedic Corp	1,586.10
0168456	Chevron	1,569.18
0168685	Carsmetics SoCal Group LLC	•
0168466	EZ-UP Factory Outlet	1,564.58
0168528	Quinn Power Systems	1,551.71
0168455	Chem Pro Laboratory Inc	1,531.49
0168818	Follett Higher Education Group Inc #1180	1,512.00
0168570	West Coast Turf	1,504.81
0169232	OCC VSA #1050-245000-2193	1,503.12
0169252	TechRoom Inc	1,500.00
0169040	Galls Inc	1,500.00
0169236	Promotions 4 U!	1,476.96
0168609	Herff Jones - Diploma Division	1,451.03
0168630	OC Fire Protection Inc	1,441.26
0168993	ACCT	1,427.53
0169305	Galls Inc	1,402.00
0169303	KPSS Inc	1,395.54
0168405	tw telecom holdings Inc	1,393.45
0169012	Blue Sky Outfitters	1,384.03
0169149	Unum Ltc	1,361.44
0168402	Christian Teeter	1,355.90
0169033	Ewing Consulting Services	1,352.12
0168886	Dept of Justice	1,350.00
0169048	Home Depot	1,340.00
0169076	Phoenix Group Info Systems	1,332.69
0168340	The Gas Co	1,326.57
0168347	Unisource Worldwide Inc	1,326.05
0168444	Calif Dept of Health Services	1,322.98
0168703	Elavon	1,320.00
0168638	Professional Indexes & Files	1,312.71
0168527	Psychological Assessment Resources Inc	1,309.16
0168368	Allsteel Inc	1,306.80
	FOPCO Inc	1,304.08
0169037 0169334	tw telecom holdings Inc	1,300.00
0169334	VWR Int'l Inc	1,299.44
0169793		1,273.50
U 10334 I	CCCD Workers Comp Trust Fund	1,272.60

0169282	Andtech Corporation	1,266.00
0169207	Deborah Hirsh	1,265.00
0168279	Home Depot	1,257.45
0169298	Constellation NewEnergy Inc	1,253.84
0168259	Paula Coker	1,242.36
0168509	OC Wholesale Flowers	1,238.04
0169095	Smith Pipe & Supply Inc	1,232.98
0169023	Conneil Chevrolet	1,232.35
0168752	Office Depot	1,215.22
0168768	Scott Electric	1,215.00
0168946	Professional Personnel Leasing Inc	1,201.50
0169075	Diep Pham	1,200.00
0168262	Constellation NewEnergy Inc	1,195.21
0168747	OCC Food Services	1,194.20
0169165	Dona Bunnell	1,177.56
0168951	Sehi Computer Products Inc	1,171.54
0168617	John Wiley & Sons Inc	1,166.00
0168944	Prestige Auto Collision	1,163.17
0168481	Eva Hodjera	1,159.89
0168897	Gale Group Inc	1,156.71
0168735	MailFinance Inc	1,148.06
0168811	Barracuda Networks Inc	1,148.00
0168691	Chem Pro Laboratory Inc	1,140.00
0168502	Mile Square Golf Course	1,130.03
0169073	Orkin Commercial Services	1,129.00
0168555	John Vasquez	1,116.91
0168914	Iron Mountain	1,105.04
0168792	Village Nurseries LP	1,097.40
0169059	McMaster-Carr	1,083.65
0169201	Goprint Systems Inc	1,075.61
0168782	The Gas Co	1,070.37
0168369	Amico Scientific Corp	1,065.33
0168442	Builders Security Locks & Services Inc	1,063.87
0169268	Xerox Education Services Inc	1,061.15
0168598	Calvert Co	1,058.20
0169230	OC Wholesale Flowers	1,051.21
0168934	OCC Food Services	1,036.36
0168468	Fisher Scientific	1,031.59
0168806	Medco Health Solutions Inc	1,025.64
0168968	Vital Link OC	1,025.00
0168698	Dartco Transmission Sales & Service Inc	1,024.68
0168708	Follett Higher Education Group Inc #1181	1,016.87
0168322	Sign-Mart	1,009.36
0169255	The Gas Co	1,007.97
2,00200		.,

0188910 Home Depot 1,001.66 0188780 The Bank of New York Mellon 1,000.00 0168510 Deeson, Tayer & Bodine 997.90 0168512 OCC Cafeteria #200-5245-0000 995.52 0168367 Aircraft Spruce & Specialty Co 993.37 0168910 Turf Star Inc 992.64 0168962 Time Warner Cable 978.60 0168962 Model Glass & Mirror 978.00 01689331 Time Warner Cable 978.60 0168626 Model Glass & Mirror 978.00 0168940 Amer Dental Assn 968.00 0168426 Amer Dental Assn 968.00 0168882 Tom Amen 963.40 0168882 Tom Amen 963.40 0168888 AT & T 953.04 0168920 Gopher Sports 949.00 0168745 Time Warner Cable 940.0	0168292	Phuonganh Le	1,004.96
0188780 The Bank of New York Mellon 1,000.00 0169010 Beeson, Tayer & Bodine 997.90 0168512 OCC Cafeteria #200-5245-0000 995.52 0168367 Aircraft Spruce & Specialty Co 993.37 0168910 Turf Star Inc 992.64 0168962 Time Warner Cable 978.60 0168626 Model Glass & Mirror 978.00 0168426 Amer Dental Assn 968.75 0168426 Amer Dental Assn 968.00 0168426 Amer Dental Assn 968.00 0168486 Amer Dental Assn 963.40 0168862 Tom Amen 963.40 0168863 OCE' 960.61 0168868 AT & T 953.04 0168926 Tremco Inc 948.75 0168749 Tremco Inc 948.75 0168740 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60	0168910	Home Depot	•
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0169110 Turf Star Inc 992.64 0168962 Time Warner Cable 978.60 0169331 Time Warner Cable 978.60 0169626 Model Glass & Mirror 978.00 0169191 FARO Technologies Inc 968.75 0168426 Amer Dental Assn 968.00 0168862 Tom Amen 963.40 0168389 OCE' 960.61 0168868 AT & T 953.04 01689200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169	0168367	Aircraft Spruce & Specialty Co	
0168962 Time Warner Cable 978.60 0169331 Time Warner Cable 978.60 0168626 Model Glass & Mirror 978.00 0168191 FARO Technologies Inc 968.75 0168426 Amer Dental Assn 968.00 0168426 Amer Dental Assn 968.00 0168426 Amer Dental Assn 968.00 0168427 Tom Amen 963.40 0168389 OCE' 960.61 0168488 AT & T 953.04 0169200 Gopher Sports 949.00 0168404 Time Warner Cable 940.00 0168755 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 01698258 Time Warner Cable 940.00 01698258 Time Warner Cable 940.00 01699257 Time Warner Cable 940.00 01699258 Time Warner Cable 940.00 01688415 City of Fountain Valley 929.00 <t< td=""><td>0169110</td><td>Turf Star Inc</td><td></td></t<>	0169110	Turf Star Inc	
0168626 Model Glass & Mirror 978.00 0169191 FARO Technologies Inc 968.75 0168426 Amer Dental Assn 968.00 0168862 Tom Amen 963.40 0168389 OCE' 960.61 0168368 AT & T 953.04 0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169825 Time Warner Cable 940.00 0169057 LiNKS Sign Language & Interpreting Services 929.00 016844 Secure Content Solutions 925.00 016914 United Direct Marketing Inc 92.80 0169042 Grainger 919.17	0168962	Time Warner Cable	978.60
0169191 FARO Technologies Inc 968.75 0168426 Amer Dental Assn 968.00 0168862 Tom Amen 963.40 0168389 OCE' 960.61 0168868 AT & T 953.04 0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169257 LiNKS Sign Language & Interpreting Services 929.00 0169258 City of Fountain Valley 928.60 0168242 Amico Scientific Corp 928.80 016844 Secure Content Solutions 925.0	0169331	Time Warner Cable	978.60
0168426 Amer Dental Assn 968.00 0168862 Tom Amen 963.40 0168389 OCE' 960.61 0168868 AT & T 953.04 0168200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169259 Time Warner Cable 940.00 0169250 LiNKS Sign Language & Interpreting Services 929.00 0169251 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168243 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc <td>0168626</td> <td>Model Glass & Mirror</td> <td>978.00</td>	0168626	Model Glass & Mirror	978.00
0168862 Tom Amen 963.40 0168389 OCE' 960.61 0168868 AT & T 953.04 0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168256 Time Warner Cable 940.00 016840 Secure Cottent Solutions 929.00 016841 United Direct Marketing Inc 929.00	0169191	FARO Technologies Inc	968.75
0168389 OCE' 960.61 0168868 AT & T 953.04 0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168254 Pime Warner Cable 940.00 0168254 Amico Scientific Corp 928.80 0168254 Pixer Content Solutions 925.00 016914 United Direct Marketing Inc 928.80	0168426	Amer Dental Assn	968.00
0168868 AT & T 953.04 0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.60 0168844 Secure Content Solutions 925.00 016844 Secure Content Solutions 925.00 0168739 Mesa Golf Carts In	0168862	Tom Amen	963.40
0169200 Gopher Sports 949.00 0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168259 All Call 920.00 016844 Secure Content 910.00 0168739 Mesa Golf Carts Inc 917.71 01688640 Fisher Scientific 916.75 0168493 Maria Del Lerma 910.85 <tr< td=""><td>0168389</td><td>OCE'</td><td>960.61</td></tr<>	0168389	OCE'	960.61
0168549 Tremco Inc 948.75 0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0169258 City of Fountain Valley 929.60 0168957 LiNKS Sign Language & Interpreting Services 929.00 0168057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 016844 Secure Content Solutions 925.00 0168114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168604 Fisher Scientiffic 916.75 0168049 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168493 Margaret Lovig 906.59 016	0168868	AT & T	953.04
0168404 Time Warner Cable 940.00 0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168251 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0168737 Marina Landscape Inc 990.00 0168737 Marina Landscape Inc 895.00 0168	0169200	Gopher Sports	949.00
0168785 Time Warner Cable 940.00 0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60 0168057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168493 Bio-Rad Laboratories Inc 906.59 0168737 Marina Landscape Inc 895.00 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 016	0168549	Tremco Inc	948.75
0169256 Time Warner Cable 940.00 0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 915.00 0169021 Coast Fitness Repair Shop 910.85 0168922 Maria Del Lerma 915.00 0168493 Margaret Lovig 908.44 0168493 Margaret Lovig 908.44 0168737 Maria Landscape Inc 906.59 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 <td>0168404</td> <td>Time Warner Cable</td> <td>940.00</td>	0168404	Time Warner Cable	940.00
0169257 Time Warner Cable 940.00 0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21	0168785	Time Warner Cable	940.00
0169258 Time Warner Cable 940.00 0168815 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 <td>0169256</td> <td>Time Warner Cable</td> <td>940.00</td>	0169256	Time Warner Cable	940.00
0168815 City of Fountain Valley 929.60 0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168592 Amico Scientific Corp 867.17	0169257	Time Warner Cable	940.00
0169057 LiNKS Sign Language & Interpreting Services 929.00 0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168592 Amico Scientific Corp 867.17 <td>0169258</td> <td>Time Warner Cable</td> <td>940.00</td>	0169258	Time Warner Cable	940.00
0168242 Amico Scientific Corp 928.80 0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168592 Amico Scientific Corp 867.17	0168815	City of Fountain Valley	929.60
0168644 Secure Content Solutions 925.00 0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168593 Angelus Pacific Co 894.27 0168594 Angelus Pacific Co 894.27 0168744 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168592 Amic Scientific Corp 875.84 0168592 Amic Scientific Corp 867.17	0169057	LiNKS Sign Language & Interpreting Services	929.00
0169114 United Direct Marketing Inc 920.80 0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168242	Amico Scientific Corp	928.80
0169042 Grainger 919.17 0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168644	Secure Content Solutions	925.00
0168739 Mesa Golf Carts Inc 917.71 0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0169114	United Direct Marketing Inc	920.80
0168604 Fisher Scientific 916.75 0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0169042	Grainger	919.17
0168922 Maria Del Lerma 915.00 0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168739	Mesa Golf Carts Inc	917.71
0169021 Coast Fitness Repair Shop 910.85 0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168604	Fisher Scientific	916.75 [°]
0168493 Margaret Lovig 908.44 0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168922		915.00
0168439 Bio-Rad Laboratories Inc 906.59 0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0169021	Coast Fitness Repair Shop	910.85
0169089 Schmidt Associates LLC 900.00 0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168493	•	908.44
0168737 Marina Landscape Inc 895.00 0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168439	Bio-Rad Laboratories Inc	906.59
0168337 TALX Corp 894.50 0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0169089	Schmidt Associates LLC	900.00
0168593 Angelus Pacific Co 894.27 0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168737	Marina Landscape Inc	895.00
0168507 Noritsu America Corp 890.00 0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168337	TALX Corp	894.50
0169184 Discount School Supply 887.21 0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168593	Angelus Pacific Co	894.27
0168744 NAFSA Region XII Southern District 880.00 0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0168507	Noritsu America Corp	890.00
0168564 Verizon Wireless 875.84 0168592 Amico Scientific Corp 867.17	0169184	* . •	887.21
0168592 Amico Scientific Corp 867.17	0168744	——————————————————————————————————————	880.00
OACOOAC CONTRACTOR CON	0168564		875.84
0169013 Calif Tool Welding Supply 864.77	0168592	•	867.17
	0169013	Calif Tool Welding Supply	864.77

Check Approval 862.50

0100020		902.00
0168738	Jennifer Mc Donald	855.42
0168460	Council for Resource Development	855.00
0168672	Anaheim-Fullerton Towing	850.00
0168770	Sehi Computer Products Inc	846.06
0169056	Janelle Leighton	845.57
0168631	Office Depot	841.93
0168651	Stater Bros Markets	841.30
0169288	Cal-Olympic Safety	839.57
0169174	CCC Contract Education	833.99
0168379	Home Depot	832.95
0168883	Barbara Cooper	828.00
0169238	Robert Raya	828.00
0168520	Daniel Pittaway	824.37
0168804	CCCD Workers Comp Trust Fund	821.17
0168399	So Cal Commercial Printing	820.47
0169096	So Cal Commercial Printing	820.47
0169172	CCC Contract Education	815.00
0168532	Scott Electric	810.00
0169240	SC Signs & Supplies LLC	802.74
0169333	TreeCare Arborists	800.00
0168420	A-Z Wholesale Floral Supply Inc	799.18
0168595	Aquatic Habitats Inc	793.30
0168501	Mesa Consolidated Water Dist	793.00
0168823	Graybar Electric	784.42
0168416	Celtic Special Health Prod Div	781.00
0168937	Orange County Human Relations	780.00
0168882	Diane Colvin	775.00
0168879	Jerry Castillo	769.00
0169187	Eberhard Equipment Inc	765.38
0168941	Marc Perkins	764.00
0169068	OC Wholesale Flowers	763.41
0168490	Konica Minolta Business Solutions	762.00
0169113	Unisource Worldwide Inc	757.56
0168918	Rose Anne Kings	749.00
0168515	Martha Parham	748.06
0168550	truWest Inc	743.48
0169050	Intuit Inc	743.48
0169031	Embee Technologies	741.44
0168562	Verizon Wireless	740.06
0168967	Verizon Wireless	736.61
0168358	Smart & Final Stores LLC	735.02
0169219	Theresa Lavarini	730.16
0168327	Smith Pipe & Supply Inc	725.74

OC Auditor-Controller

0168629

0168669	Academic Senate	725.00
0168350	Village Nurseries LP	723.18
0168551	Turf Star Inc	716.80
0168563	Verizon Wireless	714.08
0169001	Angelus Pacific Co	708.12
0168953	Shell Oil	707.45
0168503	MSC Industrial Supply Co	706.17
0168268	Patrick Frohn	700.00
0168447	Lionel Caron	700.00
0168731	Rachelle Lopez	700.00
0168860	Enrique Aispuro	700.00
0168269	Gale Group Inc	697.09
0168315	Saddleback Materials Co Inc	696.33
0168894	Follett Higher Education Group Inc #1180	689.60
0169119	Western Graphics Plus	688.00
0168996	Air Treatment Corp	685.00
0169083	Quick Caption	684.00
0169241	Scantron Corp	681.88
0169299	Daniels Tire Service	678.72
0168574	Yale Chase Equipment & Services Inc	674.19
0168414	Amer Fidelity Assurance	672.39
0168386	NASFAA	670.00
0168767	Kimberly Samaniego	667.03
0168521	PL Hawn Co Inc	664.32
0169179	City of Westminster	661.67
0168500	Mercedes Medical	659.45
0169214	Irvine Pipe & Supply	656.86
0168534	Shinoda Design Center Inc	654.17
0168557	Verizon California	651.35
0168376	Goodwill of OC	640.00
0169283	Ascent Elevator Services	640.00
0169234	Office Depot	639.21
0169269	Yale Chase Equipment & Services Inc	637.89
0169199	Goodwill of OC	635.00
0168408	Western Graphics Plus	634.36
0169120	World-Wide Fire Inc	633.70
0168575	Tracy Young	631.74
0168911	Home Depot	630.62
0168297	Fabienne McPhail Naples	630.04
0168531	Scantron Corp	630.00
0168905	Harland Technology Services	630.00
0168716	GovConnection Inc	625.43
0168684	Campus Solutions	625.02
0168241	alPunto Advertising	625.00

	Israel Banadik Diana Camina	005.00
0168380	James Benedik Piano Service Halo Branded Solutions	625.00
0168903		624.49
0168721	Home Depot	612.14
0168847	Best Contracting Services Inc Fleet Services Inc	609.00
0169035	• • • • • • • • • • • • • • • • • • • •	603.59
0168443	Marta Cabral	600.00
0169233	ocdm marketing	595.44
0168479	Hardy Diagnostics	594.64
0168578	Par West Turf Services	589.36
0168348	United Van Rentals	589.05
0168526	PSS World Medical Inc	585.89
0169084	Jennifer Rafferty	580.12
0168743	Joy Myers	580.00
0168313	Public Economics Inc	579.10
0168584	First Health	578.10
0168506	Nextel Communications	577.61
0168274	Greenwood & Hall	570.00
0168471	Gale Group Inc	569.35
0169062	Nextel Communications	567.20
0169248	Smith Pipe & Supply Inc	566.26
0168627	Mr B's Lawnmower & Saw Shop	565.46
0169156	Apperson Education Products	564.23
0168282	Instructional Technology Council	560.00
0169074	Paton Group	557.53
0168251	Calif Tool Welding Supply	553.86
0168781	The Gas Co	552.65
0168384	NASFAA	550.00
0168385	NASFAA	550.00
0168395	Rhino Electric Supply	549.53
0169330	Daniela Thompson	544.26
0168499	Vesna Marcina	542.76
0169182	CR & R Inc	542.35
0168306	Martha Parham	541.43
0168418	First Health	540.50
0169093	Sign-Mart	538.32
0169231	OCC Sailing Center	534.00
0169329	Thermo Electron North Amer LLC	529.36
0168446	Carolina Biological Supply	527.86
0169171	CCC Contract Education	527.47
0168475	Grainger	527.44
0169104	Sweet Lou's BBQ Catering	522.00
0168321	Siemens Industry Inc	521.99
0168715	Go With Jo Travel	519.00
0169338	Walters Wholesale Electric Co	517.63

0169097	South Beach Media Inc	514.51
0168763	Quick Caption	513.00
0168377	Greenleigh & Wong Technical Services LLC	507.00
0169222	Dorothy Mc Collom	505.56
0169155	Angelus Pacific Co	502.25
0169340	CCCD Workers Comp Trust Fund	501.54
0168948	R & L Medical Co	500.73
0168330	Spiratos, Jerry	500.00
0168496	MAERB	500.00
0168605	Fountain Valley Chamber of Commerce	500.00
0169251	TCD Services Inc	500.00
0168912	Mary Hornbuckle	497.78
0168836	Office Depot	496.88
0169194	FOPCO Inc	495.00
0169267	Xerox Corp	492.72
0168873	Diane Balding	491.37
0169197	Ganahl Lumber Co	490.97
0168270	Ganahl Lumber Co	484.28
0168687	CCC	484.00
0168837	Sheeler Bros Inc	475.00
0168427	Amtech Elevator Services	474.97
0169281	Amtech Elevator Services	474.97
0168390	Office Depot	472.45
0169046	Home Depot	472.10
0168382	LiNKS Sign Language & Interpreting Services	472.00
0169117	VWR Int'l Inc	470.93
0168336	Dejah Swingle	463.00
0168510	OCC Ancillary #1000-24750-5120	463.00
0168923	Martha Seif Malaty	462.00
0168344	Triarch Inc	461.92
0169143	Georgina Ching Man	460.45
0169169	Carolina Biological Supply	458.51
0168931	Conrad Moreno	455.52
0169217	Laguna Clay Co	451.48
0168239	Airgas West Inc	451.12
0168281	Infinite Security Solutions	450.00
0168757	ProEducation Solutions LLC	450.00
0168786	Triton Technology Solutions Inc	449.78
0168997	Aircraft Spruce & Specialty Co	449.06
0168906	Rumi Hashimoto	449.00
0168553	US Bank	445.71
0168988	Newport Urgent Care	445.00
0169153	Airgas West Inc	441.87
0168461	Crestline Co Inc	441.03

0168491	Mai Le	441.00
0168316	School Outfitters	440.41
0168272	Grainger	440.33
0169247	Smardan Supply Co-Orange Coast	438.76
0168711	Fuller Engineering Inc	437.50
0168901	Greenwood & Hall	437.00
0168470	Fuller Engineering Inc	433.55
0168540	Storefront Door Repair	432.03
0168986	Memorial Prompt Care Medical Group	431.00
0168733	Lowe's HIW Inc	430.32
0168298	Model Glass & Mirror	429.00
0168974	Western Graphics Plus	427.68
0168633	Jennifer Ortberg	422.82
0168473	Go With Jo Travel	422.00
0168542	T-Mobile USA	419.84
0168816	Ewing Irrigation Products Inc	419.36
0169091	Security Signal Devices	419.15
0168309	Pocket Nurse	419.02
0168904	Anna Hanlon	418.00
0168643	SC Signs & Supplies LLC	412.68
0169092	Shred Confidential Inc	402.13
0169262	Verizon Wireless	400.98
0168591	Jesus Alcala	400.00
0168632	Orange Coast Hardware & Lumber Co Inc	399.96
0169017	Chandler's Air Conditioning & Refrigeration	398.00
0169058	Main Electric Supply Co	396.21
0168784	The Shredders	395.00
0168388	OCC Food Services	390.46
0168657	VWR Int'l inc	387.12
0168423	Accurate Termite & Pest Control	383.00
0168751	OCLC Inc	382.58
0169121	Xerox Corp	382.04
0168294	Lowe's HIW Inc	381.27
0169078	Pocket Nurse	381.05
0169060	Mesa Golf Carts Inc	379.24
0168930	Minitex	378.00
0168488	Christopher Ketcham	375.00
0168497	Janice Maran	375.00
0168877	Lionel Caron	375.00
0168821	Gale Group Inc	374.96
0169315	Melissa Moser	370.23
0168861	Aladdin Flowers Inc	369.90
0168266	Wanda Doty	369.60
0168732	Los Alamitos Unified School Dist	361.25

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0168929	MicroAge	357.33
0169300	Dartco Transmission Sales & Service Inc	356.03
0168548	Travel Store Inc	354.60
0169086	Rhino Electric Supply	346.03
0168895	Marilyn Fry	344.94
0168552	UPS Protection Inc	344.80
0168508	Mary O'Connor	344.10
0168522	Omid Pourzanjani	343.34
0168995	ActiveCare Inc	343.00
0169226	Mutual Liquid Gas & Equipment	339.47
0168305	Par West Turf Services	336.88
0168749	OCC Petty Cash	334.63
0169142	Delta Health Systems	333.29
0169301	Dolly's Sweet Dreams Cotton Candy	330.00
0169336	Salena Wakim	327.61
0168966	Verizon California	327.27
0168718	GWC Student Health Center	324.00
0168437	Benner Metals Corp	323.25
0168635	Performance Envelope Inc	318.72
0168835	ocdm marketing	316.74
0168314	Rhino Electric Supply	314.82
0168679	Brink's Inc	314.48
0168495	LT Enterprises	311.70
0169176	CCC Contract Education	309.48
0168588	Aardvark Clay Supply	307.85
0168724	Island Florals	307.67
0168271	Golden Trophy & Awards	306.01
0168317	School Specialty Intervention	305.80
0169223	Merry X-Ray Corp	305.73
0169051	Irvine Pipe & Supply	304.90
0168295	McGraw-Hill Companies	304.38
0169239	Ny Sayasy	304.19
0169193	Nancy Fong	301.95
0168899	Graybar Electric	301.61
0168602	Laurie Eberhart	300.00
0168624	McMaster-Carr	298.70
0168796	Waterline Technologies Inc	297.67
0169203	Grainger	296.17
0169154	Alliance Payphone Inc	295.00
0168607	Grainger	294.54
0168586	Los Alamitos Medical Center	291.44
0168523	Premier Solutions Co	290.93
0169168	Cameron Welding Supply Inc	288.50
0168477	Kellyann Greene	285.04

0460404	ACBO	285.00
0168421	ACBO	285.00
0168670	Safety 1st Pest Control Inc	283.50
0169088	Smardan Supply Co-Orange Coast	282.82
0168325	Placentia-Yorba Linda USD	281.25
0168393	Kelly Paper	280.97
0168917	South Beach Media Inc	280.53
0168328	Masterworks Press	280.00
0168833	Office Depot	277.89
0169319	The Gas Co	277.44
0168339	KPSS Inc	277.00
0168920		277.00
0168263	Cox, Barbara Nat'l Assn for Career & Technical Edu Inform	275.00
0168505		275.00
0169123	Yale Chase Equipment & Services Inc	273.37
0168492	Lighting Specialties	
0169318	OCC Food Services	272.50
0169224	Monograms Etc	270.00
0168992	Accent Florist	269.38
0168896	Fuller Engineering Inc	268.87
0168616	John Deere Landscapes Inc	267.74
0168628	OC Auditor-Controller	266.00
0168963	Tustin Unified School District	265.21
0169246	Sign-Mart	263.38
0169211	HSBC Business Solutions	262.02
0168430	Art Supply Warehouse	257.64
0168425	Amazon.com	257.27
0169243	Shinoda Design Center Inc	255.91
0169041	Goodwill of OC	255.00
0168438	Bhaduri, Ritin	250.00
0168489	Kirby, Michael	250.00
0168736	Janice Maran	250.00
0168975	Manoj Wickremesinghe	243.60
0168730	Limbs & Things Inc	243.20
0169245	Sign Design	242.44
0168807	Newport Urgent Care	241.00
0169213	Industrial Metal Supply	239.76
0168290	Mary Laihee	239.69
0168979	Xerox Corp	238.66
0169071	Office Depot	237.76
0168693	James Cline	237.54
0169309	Home Depot	236.29
0168494	Lowe's HIW Inc	236.03
0168428	Apex Audio Inc	235.74
0168973	West Payment Center	235.62

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0168411	Smart & Final Stores LLC	235.05
0169306	GWC Associated Students	233.68
0168285	Johnstone Supply	231.49
0169297	Comtel Pro Media	230.42
0169220	LiNKS Sign Language & Interpreting Services	230.00
0169111	Turf Tire Distributors	228.43
0169014	Caston Office Solutions	227.07
0168597	Art Supply Warehouse	225.08
0168880	Caston Office Solutions	224.87
0168838	Waxie Sanitary Supply	224.38
0169303	Ewing Irrigation Products Inc	220.08
0168244	Art Supply Warehouse	219.27
0169324	Shirtsupplier.com	218.78
0168740	Mile Square Golf Course	217.34
0169313	Los Angeles Times	215.65
0168819	FRS Environmental	214.50
0169105	Tacos & Co	213.56
0168371	BAVCO Backflow Apparatus-Valve	213.45
0168676	Baker & Taylor	211.90
0169124	Home Depot	210.22
0168394	Pyro-Comm Systems Inc	210.00
0168287	Kelly Paper	209.02
0168902	Guardian Auto Glass OC LLC	209.00
0168354	White Cap Construction Supply	208.05
0168705	Ernest Packaging Solutions Inc	201.98
0168258	Coast Fitness Repair Shop	200.00
0168535	Steven Skille	200.00
0168622	Making Connections	200.00
0168952	Joy Shannon	200.00
0168381	Denise Kahlen	199.00
0169067	OC Auditor-Controller	197.00
0168341	The Irvine Co LLC	195.00
0168994	Accurate Termite & Pest Control	195.00
0168533	Security Signal Devices	194.85
0169186	DM Color Express Inc	193.95
0168864	Art Supply Warehouse	193.37
0168908	Hinkley, Trudy	192.75
0168989	Newport Urgent Care	192.00
0168871	B & P Services Inc	191.25
0168855	Norman Tornheim	190.54
0168326	Smart & Final Stores LLC	189.53
0168699	Declues Burkett & Thompson LLP	188.50
0169003	Cristina Arellano	184.48
0169077	Pitney Bowes Inc	183.16

0.4.00000	Andrea Colombilia Com	181.24
0168863	Amico Scientific Corp	180.53
0168435	Baker & Taylor	
0168834	Newport-Mesa Unified Sch Dist	180.00
0168536	Smardan Supply Co-Orange Coast	179.56
0168277	Hardy Diagnostics	178.90
0168754	Sheena Phan	178.69
0168331	Staples Advantage	178.16
0168652	Suburban Water Systems	177.08
0168720	Henry Schein Inc	175.64
0169321	Prudential Overall Supply Co	175.19
0168243	Anaheim-Fullerton Towing	175.00
0168606	Golden Trophy & Awards	174.56
0168530	Regional Testing Center	170.00
0168636	Pivot Interiors Inc	166.41
0168406	Unisource Worldwide Inc	165.25
0168723	Iron Mountain Records Mgmt	165.01
0169244	Shred Confidential Inc	163.80
0168615	Jim Davidson Sewing Machine Service	161.63
0168653	Sun-X Auto Glass	161.26
0169250	Sun-X Auto Glass	161.26
0168590	AJ Graphics	161.00
0168677	Laura Behr	160.00
0168516	PCI Educational Publishing	159.67
0168645	Sign-Mart	159.41
0168600	Maureen Cole	158.48
0168518	Zenia Phomphakdy	157.91
0168884	CR & R Inc	157.83
0168375	Ganahi Lumber Co	157.70
0168613	Iron Mountain Records Mgmt	155.30
0168832	Kelly Paper	152.80
0168299	New England Biolabs	152.61
0168410	Frank Woodard	152.00
0168248	Bee Busters Inc	150.00
0168957	Storage Place	150.00
0169162	Bee Busters Inc	150.00
0168808	Amazon.com	149.70
0168822	GovConnection Inc	149.51
0168706	Eversoft	149.22
0168719	Lorraine Henry	149.09
0168566	Ward's Natural Science	147.81
0169085	Regal Awards	147.62
0168764	Linda Rhines	147.05
0168714	Caleb Garcia	146.80
0168560	Verizon Wireless	146.77

	0168403	Thomas Scientific	145.00
	0169316	MSC Industrial Supply Co	144.50
	0169069	OCC Food Services	143.19
	0168639	Quartermaster OC	141.56
	0168543	Amy Thach	140.97
	0169227	NASFAA	139.65
	0168275	Martha Guevara	139.00
	0169107	The Gas Co	137.88
	0168825	Hardy Diagnostics	135.96
	0169026	CR & R Inc	135.31
	0168762	Pyro-Comm Systems Inc	135.00
-	0168498	Earnest Marchbank	134.60
+	0168675	AT & T	133.96
	0168659	Web Commerce Partners Inc	133.52
	0169185	Dish Network Chicago	133.02
(0168648		132.85
	0168798	Manoj Wickremesinghe	131.50
	0169209	Home Depot	131.19
(0169307	Henry Schein Inc	130.57
	0168779	Karen Thayer	127.73
(0168745	Newport Exterminating	127.50
(0168308	Pep Boys	127.25
	0168753	Hai Pham	127.10
	0168702	Eberhard Equipment Inc	125.15
	0168924	Janice Maran	125.00
	0169180	Sean Collins	125.00
	0169296	Sean Collins	125.00
	0169320	John Ortega	125.00
	0168472	Ganahl Lumber Co	122.96
	0168916	JK Electronics Distributors Inc	122.17
	0169106	TALX Corp	122.00
	0168727	Kelly Paper	121.75
	0169322	Quartermaster OC	120.23
	0169029	Stephanie Dumont	119.08
	0169228	Tri Nguyen	119.08
(0168956	Stater Bros Markets	118.87
	0169254	The Gas Co	118.21
	0168649	Staples Advantage	117.16
	0169304	Federal Express Corp	115.82
	0169210	Home Depot	115.76
	168561	Verizon Wireless	115.18
	0168933	Christina Nguyen	115.03
)169206	Marcela Hernandez	115.03
C)168464	Dept of Industrial Relations	115.00
		,	

0.100.100	Charles Adventure	111 10
0169100	Staples Advantage	114.48 114.41
0168565	Ward's Natural Science	114.40
0169275	Helen Mc Ginley	113.88
0168400	South Coast Air Quality Mgmt District	
0168401	South Coast Air Quality Mgmt District	113.88
0168965	Verizon California	113.81
0168756	Postmaster	113.80
0168857	A-Z Wholesale Fioral Supply Inc	113.14
0168296	McMaster-Carr	112.51
0168887	Lori Donohue	112.37
0169308	Home Depot	111.75
0168945	Sue Primich	111.06
0168278	Elaine Hill	108.00
0169145	Paula Mucciaro	106.17
0168249	Bernan Associates	106.00
0168454	Chef's Toys Advantage	105.13
0168814	CDT Inc	105.00
0168769	Seaside Printing Co Inc	104.19
0168529	Amy Rangel	104.07
0168990	Oscar Taylor	102.40
0168576	Smart & Final Stores LLC	102.39
0168469	Fry's Electronics	102.31
0168338	The Gas Co	102.18
0168585	Ruth Kramer	102.00
0168558	Verizon California	101.62
0168878	Carroll Promotions Inc	. 101.17
0169310	Home Depot	100.27
0168342	Toll Roads	100.00
0169009	Beach Physicians Medical Group	100.00
0168517	Diep Pham	99.90
0169152	Accurate Termite & Pest Control	99.00
0168690	Jennifer Chaiyakal	98.03
0168478	GWC Food Services	98.00
0168969	VWR Int'l Inc	96.54
0168474	Deborah Goldstick	95.06
0169082	Public Economics Inc	94.50
0168766	Loren Sachs	93.66
0169190	Eversoft	93.63
0168977	Susan Bierlich	93.44
0168637	PL Hawn Co Inc	93.42
0169292	CDWG	93.04
0168802	Nancy Carri	92.82
0169036	Follett Higher Education Group Inc #1180	92.00
0169328	The Gas Co	91.36

0168795	Jocelyn Wang	91.02
0168288	Mahbubur Khan	90.58
0169242	Security Signal Devices	89.85
0169280	Alan's Lawnmower & Garden Ctr Inc	88.51
0168773	Melissa Simpson	87.47
0168662	Xerox Corp	87.46
0168671	Amazon.com	86.87
0168267	ePlus Technology inc	86.26
0168875	Calif Stage & Lighting	85.93
0168594	Antimite Termite & Pest Control	85.00
0169022	Shirley Collins	83.42
0168778	Stater Bros Markets	82.86
0168608	GWC Petty Cash	82.84
0169167	Calif Stage & Lighting	82.59
0168611	Home Depot	81.67
0168771	Barry Seyster	81.23
0169101	Stater Bros Markets	80.08
0169312	Kelly Paper	79.57
0169261	Verizon California	78.45
0168349	Verizon California	78.32
0168646	Sims-Orange Welding Supply Inc	77.43
0168803	Stater Bros Markets	76.32
0168436	Lisa Becker	76.00
0168 44 0	Tanya Brown	76.00
0168303	Oce' Imagistics Inc	75.36
0168355	Susan Wong	75.00
0168335	Superior Filtration Products Inc	74.77
0169284	AT & T	73.47
0168245	AT & T	73.43
0168431	AT & T	72.96
0168999	Allied Refrigeration Inc	72.71
0169043	GWC Food Services	71.12
0168717	Graybar Electric	69.87
0169271	Stater Bros Markets	69.28
0168872	Baker & Taylor	68.99
0168319	Security Signal Devices	68.00
0169323	Security Signal Devices	68.00
0168674	AT & T	67.83
0168247	Baker & Taylor	66.98
0168514	Deborah Orrill	66.72
0168925	Vincent Martinez	65.38
0169164	Elizabeth Blake	65.03
0168392	Orkin Commercial Services	65.00
0168893	FishMax.Com LLC	65.00

0168462	Crown Ace Hardware	64.64
0168291	LAMA Books	63.72
0169109	Angelyn Tran	63.53
0168286	JW Pepper & Son Inc	62.89
0169054	William Kerwin	61.89
0168374	Federal Express Corp	61.32
0169259	Martha Tran-Nguyen	60.53
0168748	OCC Mu Alpha Theta	60.00
0168370	Aramark Uniform Services	59.95
0168939	Martha Parham	59.00
0168772	Shinoda Design Center Inc	58.72
0168891	Federal Express Corp	57.75
0168777	Staples Advantage	57.39
0168596	Aramark Uniform Services	56.65
0168810	Aramark Uniform Services	56.65
0169002	Aramark Uniform Services	56.65
0169158	Aramark Uniform Services	56.65
0168351	VWR Int'l Inc	56.12
0168373	CDWG	56.11
0168487	Kelly Paper	55.74
0168569	Tracy Watson	55.34
0168697	Lynn Dahnke	55.24
0168726	Kelly Paper	54.87
0168433	AT & T	54.85
0168434	AT & T	54.85
0168765	Rutan & Tucker LLP	54.00
0168913	Independent Electric Supply Inc	52.79
0168682	Calif Tool Welding Supply	51.50
0168991	Aardvark Clay Supply	51.35
0168641	Red-E-Rentals	51.18
0169270	Ann Yarchin	51.07
0168323	Sims-Orange Welding Supply Inc	50.18
0168775	Smog & Gas of Costa Mesa	50.00
0169325	Smog & Gas of Costa Mesa	50.00
0168610	Jacqueline Hils-Williams	49.53
0168683	Elizabeth Caluag	49.12
0168441	Zhenghong Broyles	48.84
0169287	Zhenghong Broyles	48.84
0168484	Island Florals	48.49
0168987	Memorial Prompt Care Medical Group	48.00
0168485	JK Electronics Distributors Inc	46.84
0168424	Alan's Lawnmower & Garden Ctr Inc	46.62
0168794	Walters Wholesale Electric Co	46.44
0168357	Home Depot	46.20

0168729	Mymy Lam	46.18
0169125	Stater Bros Markets	45.84
0168265	Crown Ace Hardware	45.39
0168667	AAWCC	45.00
0168859	AAWCC	45.00
0169038	Leilani French	45.00
0169260	Holly Van Dorn	45.00
0169265	Mary Wallace	45.00
0168955	Sparkletts	43.99
0168293	Phuonganh Le	42.51
0169116	Village Nurseries LP	41.56
0169027	Mary Dang	41.07
0168398	Smart & Final Stores LLC	40.84
0168647	Smardan Supply Co-Orange Coast	40.74
0168250	Calif Stage & Lighting	40.57
0168246	Robin Bachmann	40.00
0169302	Educause	40.00
0168858	Aardvark Clay Supply	39.44
0168710	Fry's Electronics	38.77
0168869	AT & T	38.08
0168774	Sims-Orange Welding Supply Inc	36.53
0168932	Linda Newman	36.00
0168332	Stater Bros Markets	35.87
0168559	Verizon California	35.00
0168589	Aircraft Spruce & Specialty Co	34.75
0169264	Bridget Vu	34.41
0168709	Ford Electronics Inc	34.26
0168556	Joe Venegas	34.00
0168240	Darian Aistrich	33.93
0169061	New York Times	33.06
0169327	Terremark North America Inc	33.00
0169286	Baker & Taylor	32.78
0169326	Stater Bros Markets	32.56
0168947	Prudential Overall Supply Co	32.45
0169053	Kelly Paper	32.35
0169099	Caroline Spoja	32.29
0168640	RadioShack Corp	32.22
0168998	Alan's Lawnmower & Garden Ctr Inc	32.22
0169198	Fernando Gonzalez	31.37
0169205	Kellyann Greene	√ 31.24
0169253	The Gas Co	30.53
0168673	Cristina Arellano	30.09
0168334	Sunny Express Inc	29.94
0168567	Jutaporn Wareham	29.92

	100.14 1.77 1	00.00
0168789	USA Mobility Inc	29.63
0168539	Stater Bros Markets	28.40
0168320	Shinoda Design Center Inc	28.39
0169094	Smardan Supply Co-Orange Coast	28.27
0169150	Vision Service Plan	27.75
0168465	Direct Edge Media Inc	26.94
0168378	Hitt Marking Devices Inc	26.59
0168909	Hitt Marking Devices Inc	26.59
0168790	Verizon California	26.03
0168429	Arrowhead Mountain Spring Water	25.62
0168680	Business Properties Partnership No 15	25.26
0168537	SoCal Office Technologies Inc	24.31
0168519	Pitney Bowes Presort Services Inc	23.12
0169212	Hub Auto Supply	22.77
0168788	USA Mobility Inc	22.45
0168525	Prudential Overall Supply Co	22.21
0168943	Pitney Bowes Presort Services Inc	22.18
0168312	Prudential Overall Supply Co	_. 21.96
0168760	Prudential Overall Supply Co	21.96
0169080	Prudential Overall Supply Co	21.96
0168238	Loretta Adrian	21.76
0169140	Valerie Venegas	21.54
0168311	Prudential Overall Supply Co	20.93
0168761	Prudential Overall Supply Co	20.93
0169081	Prudential Overall Supply Co	20.93
0168620	Lighting Specialties	20.30
0168310	Prudential Overall Supply Co	17.73
0168524	Prudential Overall Supply Co	17.73
0168759	Prudential Overall Supply Co	17.73
0169079	Prudential Overall Supply Co	17.73
0169237	Prudential Overall Supply Co	17.73
0168486	Margaret Jones	16.61
0168888	Dina-Rae Dorado	16.61
0168866	AT & T	15.91
0169235	Pitney Bowes Presort Services Inc	15.31
0169159	Art Supply Warehouse	15.19
0168783	The Gas Co	14.87
0169204	Graybar Electric	14.35
0168817	Federal Express Corp	13.77
0168728	Judith Lagerlof	13.76
0168612	Hub Auto Supply	13.44
0169006	Anh Auduong	13.02
0169028	Dell Higher Education	12.90
0169019	City of Newport Beach	12.50
0100010	2.17 2. 1. e. i. p. 1. a.	12.50

		Check Approval
0168828	Hub Auto Supply	12.09
0168324	Katherine Sleep	12.00
0168391	Orange Coast Magazine	12.00
0169278	Aardvark Clay Supply	11.65
0169160	AT & T	11.16
0168432	AT & T	11.15
0168713	Efren Galvan	10.82
0168972	James West	10.82
0169195	Ann French	10.44
0168661	Jeffrey Wong	10.19
0168504	Nasco Modesto	9.64
0169277	Jeanette Nash	9.00
0168345	Tustin Awards Inc	8.88
0168654	Tustin Awards Inc	8.88
0168820	Fry's Electronics	8.61
0168812	Calif Tool Welding Supply	8.60
0169218	Andrea Lane	8.05
0169192	Federal Express Corp	6.13
0168970	Terry Weikel	5.88
0168746	OCC Associated Students	5.00
0169188	Yasmine El-Gabry	5.00
0168725	Johnstone Supply	4.15
0168867	AT & T	4.10
0168467	Federal Express Corp	3.69
0168554	US Treasury	2.18
0168865	AT & T	0.49
	Total	\$ 8,227,436.67

25. Check List for General Obligation Bond Fund

Subject

25.01 District

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

25. Check List for General Obligation Bond Fund

Access

Public

Type

Consent

File Attachments

Check Approval Bond 06-20-12.pdf (16 KB)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0168842	TB Penick & Sons Inc Bid 1992 Newport Beach Learning Center	288,022.00	420894
0169128	Dell Higher Education Computer Servers	61,942.54	420203
0169127	CompuCom Systems Inc Network Server	59,640.01	420203
0168839	Barco Products Co OCC Campus Upgrade Tables & Umbrelias	37,658.95	420283
0169134	Siemens Medical Solutions USA Inc Bid 1991 Board Approved 2/16/11 4-yr Svc & Maint Agreement	37,120.00	420207
0169133	MS Rouse Co OCC Music Project Floor Covering	34,643.00	420202
0168843	TB Penick & Sons Inc Bid 1992 Newport Beach Learning Center	32,003.00	420894
0169136	UCMI Inc Inspection	26,360.00	420894
0168361	Electro Systems Electric	19,588.00	420202
0169137	Willdan Geotechnical	19,519.00	420894
0168364	UCMI inc	18,760.00	420894
0169131	LPA Inc	15,100.04	420894
0169130	GCI Construction Inc	14,150.00	420207
0168840	Doja Inc	12,104.00	420894
0169132	Mobile Modular Management Corp	11,811.56	420297
0168359	Allscape	4,960.00	420283
0168363	Spinitar	4,910.99	420356
0168360	Digital Networks Group Inc	2,265.28	420202
0168841	Embee Technologies	2,260.73	420202
0169129	Digital Networks Group Inc	1,682.36	420204
0169135	Titan Environmental Solutions Inc	1,320.00	420201
0168577	ModSpace	754.26	420399
0169273	ModSpace	754.26	420399
0168362	Embee Technologies	368.68	420279
0169272	CompuCom Systems Inc	273.58	420203
0169126	C2 Reprographics	49.87	420894
	Total	\$ 708,022.11	

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26. Authorization for Special Payments

Subject 26.01 OCC - Special Payments

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 26. Authorization for Special Payments

Access Public

Type Consent

Payment of \$450 annual fee to the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for the 2012-2013 fiscal year. This is required for accreditation of Allied Health program.

Payment of \$1400 for Program 2012-2013 Annual Fees to the "Committee on Accreditation for Electro Neurodiagnostic Technologists Education" Littleton Co. This is required for the Neurodiagnostic Technology Program Accreditation.

Subject 26.02 Special Payment for Paul E. Frey

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 26. Authorization for Special Payments

Access Public

Type Matters for Review, Discussion and/or Action

SPECIAL PAYMENT FOR STALEDATED CHECK

It is requested that authorization be given to reissue a payroll check to Paul E. Frey in the amount of \$349.97. Original 7A payroll check number 02084416, dated 01/30/09, is staledated and not negotiable. It has not been reissued previously; account number is 110001-090200-8899-800000.

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.

27. Approval of Agreements

Subject 27.01 DIS - Approve Agreement between School Services of California, Inc.

and Coast Community College District for Legislative/Bill Monitoring Services

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 27. Approval of Agreements

Access Public

Type Matters for Review, Discussion and/or Action

Recommended Approve Agreement between School Services of California, Inc. and Coast Community
Action College District for Legislative/Bill Monitoring Services

Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services

Background

School Services of California, Inc. has been a major resource in providing services to aid the District in carrying out its fiscal and policy responsibilities regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues.

2. Goal/Purpose

- Deliver one copy of each edition of the *Community College Update* and one copy of the California Community College's annual budget, including capital outlay provisions.
- Access to information on Consultant's Internet website regarding major community college fiscal issues.
- Receive review and analysis of all major legislative bills having an impact on community colleges.
- Gain first-hand review and materials from meetings held by the State Chancellor's Office.
- Receive counsel relating to education mandated programs.

3. Comments

No increase of fee from previous years.

4. Recommendation Statement

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given by the Board to renew a professional consultant agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign this agreement. (Attachment # 8).

5. Fiscal Review and Impact

\$4,200 annually, plus expenses, payable at \$350 per month upon billing from Consultant.

File Attachments

School Services of CA Agreement 2012-13.pdf (53 KB)

Subject 27.02 GWC - Approve Non-Standard Agreement between StreamingMedia

Hosting and the Coast Community College District for Online Instructional

Materials, Presentations, etc.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

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

- 1. Background Information: With the implementation of the course management system Blackboard for all online courses, as well as all supplemental courses, the materials instructors are requesting to have posted online for students is increasing. Many of the courses currently have videos for supplemental material, which takes up a tremendous amount of storage space. Due to accessibility requirements, it is essential that supplemental materials are available to all students, both on campus and online.
- 2. Goal/Purpose: Unfortunately, our current course management system, Blackboard, increases the cost of service for more available space. Outsourcing for the additional space to post supplemental materials is a cost saving measure, and during the current economic situation is saving the District over the next fiscal year.
- 3. Comments: 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 StreamingMedia Hosting and the Coast Community College District for additional instructional material to be posted online, from July 1, 2012 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. (See StreamingMedia Hosting Agreement 2012-13, Attachment # 9)
- 5. Fiscal Impact: \$1,200 one-time, annual payment to be paid from Online Electronic Resources funds.

File Attachments

StreamingMedia Hosting Agreement 2012-13.pdf (173 KB)

27.03 GWC - Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Hosting, Storing, and

Transfer of Streaming POST Case Law Today Video

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Hosting, Storing and Transfer of Streaming POST Case Law Today Video

- 1. Background Information: StreamingMedia Hosting will serve as the provider for our streaming POST Case Law Today videos. We have been using them to distribute our updates via the web versus DVD. They will be storing all archives which will be accessible to all law enforcement agencies throughout the state.
- **2. Goal/Purpose:** Online resource offered through the P.O.S.T. Learning Portal. StreamingMedia hosts the archival segments of P.O.S.T.
- 3. Comments: 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 StreamingMedia Hosting and the Coast Community College District for online POST Case Law Today streaming, storing and transferring video data, from July 1, 2012 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. (See StreamingMedia Hosting Agreement POST, Attachment # 10)
- 5. Fiscal Impact: \$11,159.40 to be paid from GWC CJTC Auxiliary Trust funds.

File Attachments

StreamingMedia Hosting Agreement - POST.pdf (155 KB)

Subject 27.04 GWC - Approve Addendum to Non-Standard Agreement between Career

Step, LLC and the Coast Community College District for Conducting Online

Career Certificate Programs

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Addendum to Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs

- 1. Background Information: Career Step's mission is to develop, maintain, and expand student services and graduate support so that every single participant who enrolls in the Career Step Training Program can achieve their educational goals and find success from enrollment through transition to employment. A survey conducted in March 2008 of more than 1,500 Career Step graduates shows that more than 85% are currently employed.
- 2. Goal/Purpose: To offer online career programs that will lead to employment opportunities for participants.
- 3. Comments: 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 addendum to the non-standard agreement between Career Step, LLC and the Coast Community College District for conducting Online Career Training Programs, from June 21, 2012 through June 16, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Career Step Addendum, Attachment # 11)
- **5. Fiscal Impact:** Career Step, LLC shall pay to GWC Community Education a one-time referral fee equal to the amount set forth on <u>Exhibit A</u> for each Career Step Program enrollment that is completed through the Referral Site and remains enrolled in such Program beyond the expiration of any applicable refund date.

File Attachments

Career Step Addendum.pdf (58 KB)

27.05 CCC - Authorization to Enter into Amendment No. 2 of an Existing Lease between Business Properties Partnership No. 15, a California General Partnership, and the Coast Community College District for the Purpose of

Classroom Use at the Coastline Community College Art Gallery Site.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Authorization to Enter into Amendment No. 2 of an Existing Lease between Business Properties Partnership No. 15, a California General Partnership, and the Coast Community College District for the Purpose of Classroom Use at the Coastline Community College Art Gallery Site.

- 1. Background: Subject to the terms and conditions of the original Commercial Lease Agreement dated May 19, 2005, Business Properties Partnership No. 15 and Coast Community College District, hereby extend the term of the lease for an additional three months from August 1, 2012 through October 31, 2012, based upon the same terms and conditions. This Amendment is for classroom and art gallery space located at 10156 Adams Avenue, Huntington Beach, California.
- 2. Goal/Purpose: To provide classroom and art gallery space for students and the public.
- **3. Comments (if any):** The lease with Business Properties will terminate October 31, 2012, whereby the Coastline Community College Art Gallery will be moved to the Newport Beach Learning Center.
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into Amendment No. 2 between Business Properties Partnership No. 15 and Coast Community College District for classroom and art gallery space at the Coastline Art Gallery site. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Business Properties Partnership No. 15 Attachment # 12)
- **5. Fiscal Review and Impact:** Three month lease from August 1, 2012 October 31, 2012, at \$4,519.13 per month.

File Attachments

Business Properties Partnership No. 15.pdf (2,740 KB)

Subject 27.06 CCC - Approve Memorandum of Agreement between Commanding

Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to

Personnel of the United States Navy.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Memorandum of Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.

- 1. Background: To better serve its military population, Coastline provides on-site outreach and educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians at several military bases throughout the United States and overseas. Site Representatives participate in outreach activities on-base and assist students with admissions, registration, and informal evaluations processes. These Site Representatives are sensitive to the unique challenges facing active-duty service members and are an integral part of the support network of staff who assist our military community. The Memorandum of Agreement (MOA) to provide academic assistance at Naval Construction Battalion Center, Gulfport is an opportunity for Coastline to continue its military services to base personnel. The MOA outlines the responsibilities of Coastline in providing these services.
- **2. Goal/Purpose:** Provide a service to the military community at Naval Construction Battalion Center, Gulfport; Generate revenue for the college; Continue our physical presence on-base; Increase enrollment 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 Memorandum of Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to provide on-site educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians on board Naval Construction Battalion Center, Gulfport. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NCBC Gulfport Attachment #13)
- 5. Fiscal Review and Impact: No cost to District.

File Attachments

NCBC Gulfport.pdf (1,146 KB)

27.07 CCC - Approve Agreement between Card Integrators Corporation and

the Coast Community College District for an I.D. Card System Software

License and Service Agreement.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Card Integrators Corporation and the Coast Community College District for an I.D. Card System Software License and Service Agreement.

- 1. Background: The Orange County One-Stop Center has an I.D. Card System that tracks the One-Stop members each time they visit one of our Centers. To support this I.D. Card System, we have established a contract with CI Solutions/Card Integrators Corporation to provide the software and a service agreement to support the system. This is a renewal of the existing contract and is necessary to effectively track the members and activity that come through the Orange County One-Stop Center for monthly tracking and reporting to the Orange County Workforce Investment Board.
- 2. Goal/Purpose: The software tracks the Orange County One-Stop members each time they visit one of our Centers. This enables management to staff appropriately during busy times and assists with keeping track of and reporting member activity, as mandated in the Performance Contract.
- 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 Card Integrators Corporation and the Coast Community College District to provide the I.D. Card System software and provide ongoing maintenance and service for the system. (See Card Integrators Attachment # 14)
- 5. Fiscal Review and Impact: \$2,780 for July 1, 2012 June 30, 2013

File Attachments Card Integrators.pdf (49 KB)

27.08 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

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. 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 provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On-the-Job Training and Work Experience), Senior Community Service Employment Program, VETConnect and the National Emergency Grant Program. In addition, this amendment will include the On-The-Job Training and Work Experience.
- 2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See VETConnect Second Amendment Attachment # 15. Previous Board Approval: 12/14/11)
- **5. Fiscal Review and Impact:** The County will reimburse Coastline Community College an additional \$40,000 for a total contract of \$2,610,456 for operation of these programs.

File Attachments

VetConnect Second Admendment.pdf (3,220 KB)

Subject 27.09 OCC - Approve Non- Standard Agreement Approve Amendment to

Agreement between The National Student Clearing House and the Coast Community College District for Student Electronic Access Agreement for

Educational Institutions (Student Self-Service)

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement Approve Amendment to Agreement between The National Student Clearing House and the Coast Community College District for Student Electronic Access Agreement for Educational Institutions (Student Self-Service)

Background: The Clearinghouse provides Student Self-Service ("SSS"), a web-based application that enables the Institution to provide its students with a wide range of Clearinghouse services, including, but not limited, to enrollment and student loan-related services.

Comments: Reviewed by Risk Services 5/25/12

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the existing Agreement between Credentials Inc. and the Coast Community College District for processing of transcripts requests. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (Attachment #16)

Fiscal Impact: There will be zero (0) fiscal impact to Orange Coast College

File Attachments

SSS for Coast Community College District-CA 5.16.12.doc (77 KB)

Subject 27.10 OCC - Agreement between Orange County Department of Education

(OCDE) and Coast Community College District, (OCC) to provide

representation on behalf of OCC under the Medi-Cal Administrative Activities

(MAA) Program

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Agreement between Orange County Department of Education (OCDE) and Coast Community College District, (OCC) to provide representation on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program

Background: This program will assist OCC to access a source of revenue through the MAA program, which provides reimbursement for many of the services that fall within the current duties of various departments at OCC. Once the OCC Student Health Center has become familiar with this program, other departments that provide eligible services will be invited to join the program. The OCDE acts as the Local Education Agency representing the school districts of Region 9 with the Medi-Cal Administrative Activities program of the State of California. As such, OCDE will provide representation, technical assistance, training, and consultant services on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program.

Comments: Reviewed by Risk Services

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Orange County Department of Education (OCDE) and Coast Community College District. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (Attachment # 17)

File Attachments

OCC.OCDE2012.pdf (620 KB)

Subject 27.11 Approval of Employment Agreement, Vice President of Instruction &

Student Services, CCC

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 27. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, Vice President of Instruction & Student Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Vince Rodriguez, CCC, to serve as Vice President of Instruction & Student Services, commencing on July 16, 2012 and ending on June 30, 2014. Compensation to be \$147,455 annually, based on the appropriate step placement, plus longevity pay of \$6,000, and doctoral stipend of \$2,781. 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)

File Attachments

VPI & Student Services - Vince Rodriguez CCC.pdf (22 KB)

27.12 Approval of Employment Agreement, Vice President of Administrative Subject

Services, CCC

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012 Meeting

27. Approval of Agreements Category

Public Access

Discussion Type

Approval of Employment Agreement, Vice President of Administrative Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Christine Nguyen, CCC, to serve as Vice President of Administrative Services, commencing on July 1, 2012 and ending on June 30, 2014. Compensation to be \$137,811 annually, plus longevity pay of \$6,000. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 19)

File Attachments

VP Administrative Services - Christine Nguyen CCC.pdf (22 KB)

27.13 Approval of Employment Agreement, Interim Vice President of

Instruction & Student Services, CCC

Meeting ·

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approval of Employment Agreement, Interim Vice President, Instruction and Student Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Mary Halvorson, CCC, to serve as Interim Vice President of Instruction and Student Services, for the period commencing on July 1, 2012, and ending on the day prior to the commencement of employment of the successor to this position, or on July 15, 2012, whichever is earlier. Compensation to be \$10,005 monthly, 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 #20)

File Attachments

2nd Interim VPI Contract - CCC (Halvorson).pdf (17 KB)

Subject 27.14 Approval of Employment Agreement, Interim Administrative Director,

Workforce Economic Development, CCC

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approval of Employment Agreement, Interim Administrative Director, Workforce Economic Development, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Sallie Salinas-Rumps, CCC, to serve as Interim Administrative Director, Workforce Economic Development, for the period commencing on July 1, 2012, and ending on the day prior to the commencement of employment of the successor to this position, or on June 30, 2013, whichever is earlier. Compensation to be \$120,061 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 #21)

File Attachments

Interim Adm Dir, Workforce Econ Dev - CCC (Salinas-Rumps).pdf (17 KB)

Subject 27.15 DIS - Appointment of Individual to Fulfill Roles of Board Secretary on a

Temporary Basis

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 27. Approval of Agreements

Access Public

Type Discussion

Appointment of Individuals to Fulfill Roles of Board Secretary on a Temporary Basis

Following the resignation of Dr. Christian Teeter, procedures have commenced for the recruitment and selection of a Board Secretary, both on an interim and permanent basis. In the meantime, though, it is necessary for the Board to appoint one or more individuals to fulfill roles of the Board Secretary on a temporary basis. For example, someone is needed to certify resolutions and other documents that have been approved by the Board of Trustees. The Board President recommends that the Board of Trustees appoint Veronica Arroyo to fulfill these roles, as assigned, until Jane Burton returns from vacation, and upon her return, for Ms. Burton to fulfill these roles until the appointment of a replacement Board Secretary.

27.16 CCC - Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services.

- 1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing language assessment and training, college level courses and educational services to students while in their native country through contract education agreements. U.S. College Compass is the authorized representative of Kavram Educational Establishments and Kavram College, and an Agreement was recently executed for the 2012-13 academic term. This amendment modifies the services Coastline will provide to Kavram Schools during the 2012-13 academic year.
- 2. Goal/Purpose: Modifies services Coastline will provide to Kavram Schools for the 2012-13 academic year.
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and training, counseling, college preparation and faculty development services to Kavram Schools in Turkey. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (See USCC-Kavram 001 Attachment # 22. Prior Board Approval: 5/16/12)
- 5. Fiscal Review and Impact: Gross Income of \$100,250.

File Attachments

USCC Kavram Amend 001.pdf (96 KB)

27.17 CCC - Approve an Addendum to Lease Agreements between Mobile Modular Management Corporation and the Coast Community College District to Lease Commercial Coach Modular Units.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve an Addendum to Lease Agreements between Mobile Modular Management Corporation and the Coast Community College District to Lease Commercial Coach Modular Units.

- 1. Background: These modular units provide classroom space for Early College High School and Special Education classes in the Developmental Disabilities and the Acquired Brain Injury programs. These modulars are located at the Costa Mesa Center, 2990 Mesa Verde Drive East, Costa Mesa, CA.
- 2. Goal/Purpose: Extends the term of the Agreements and provides space for Early College High School and Special Education classes.
- 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 Addendum to the Agreement with Mobile Modular Management Corporation and the Coast Community College District for sixteen commercial coach modular units. Term of the Agreement is for 12 months beginning July 1, 2012 and ending June 30, 2013. This Agreement is on a month-to-month lease basis with a 30-day option to cancel with no early termination charges. The Board President, or designee, is authorized to sign the Addendum to the Agreement and any related documents, indicating approval by the Board of Trustees. See Mobile Modular Attachment # 23)
- 5. Fiscal Impact: Annual rent for 16 modular units \$107,832. Funding Source: General fund.

File Attachments		
Mobile Modular.pdf (22	KB)

Subject 27.18 CCC - Approve Agreement between U.S. College Compass, LLC and the

Coast Community College District to Provide the Education Bound United States (EBUS) Program to include English Language Assessment, Counseling,

and Instruction.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to include English Language Assessment, Counseling, and Instruction.

1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing English language assessment, English as a Foreign Language Instruction, Counseling and College Courses to students while in their native country through contract education agreements. The International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement outlines the roles and obligations of Coastline and U.S. College Compass in the marketing, outreach and delivery of the EBUS program to foreign educational organizations or institutions (Educational Partner) that enroll students at the high school or college level.

This Agreement provides for College Compass to represent Coastline in the implementation of the EBUS program at Qingdao California Language Training School in China, and Vietnam Aviation Academy (VAA) in Vietnam as outlined in the Program Service Proposals (PSP) (Exhibits A and B) of the Agreement. For each new Educational Partner or instructional services identified subsequent to the approval of this Agreement, a PSP shall be developed prescribing the educational services to be offered and submitted as an amendment to the Agreement.

- 2. Goal/Purpose: Prepare students for successful transfer to U.S. higher education; Generate a pipeline of international students to the CCCD; Generate revenue for the college.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to provide the EBUS Program to foreign Educational Partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See USCC-CCC Consultant Attachment # 24)
- 5. Fiscal Review and Impact: Gross Income to District Qingdao \$471,225; Vietnam Aviation Academy \$384,796.

File Attachments

USCC-CCCD Consultant.pdf (428 KB)

Subject 27.19 CCC - Approve Agreement between Garden Grove Unified School

District and the Coast Community College District for the Function Space for

the May 18, 2013, Graduation Ceremony.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 18, 2013, Graduation Ceremony.

- 1. Background: Coastline Community College does not have a location large enough to hold its graduation ceremony. After considering costs, location and capacity it was decided that the Don Wash Memorial Auditorium at Garden Grove High School in the Garden Grove Unified School District would provide adequate space for the ceremony as well as be a cost-effective venue.
- 2. Goal/Purpose: To commend our graduating students and celebrate their achievements.
- 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 Garden Grove Unified School District and the Coast Community College District for the function space for its graduation ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See GGUSD-Graduation Attachment # 25)
- 5. Fiscal Review and Impact: Expense amount \$5,000 to be paid from General funds.

File Attachments

GGUSD 2013 Graduation.pdf (48 KB)

27.20 CCC - Approve Agreement between the County of Orange and the Coast

Community College District to Operate the Orange County One-Stop Center -

North.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

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

- 1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, SSA - On the Job Training/Work Experience (SSA/OJT/WEX), Adult-On the Job Training/Work Experience (Adult-OJT/WEX), Senior Community Service Employment Program (SCSEP), and VETConnect.
- 2. Goal/Purpose: Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center - North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA-North Attachment # 26)
- 5. Fiscal Review and Impact: The County will reimburse Coastline Community College \$2,933,762 for operation of these programs.

File Attachments

WIA North.pdf (3,506 KB)

North Exhibit B.pdf (384 KB)

North Exhibit D.pdf (1,338 KB)

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

South.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

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

- 1. Background: This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, SSA On the Job Training/Work Experience (SSA/OJT/WEX), Adults—On the Job Training/Work Experience (Adult-OJT/WEX), Senior Community Service Employment Program (SCSEP), and VETConnect.
- **2. Goal/Purpose:** Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA-South Attachment # 27)
- **5. Fiscal Review and Impact:** The County will reimburse Coastline Community College \$2,643,500 for operation of these programs.

File	Attachmen	te

WIA South.pdf (4,201 KB)

South Exhibit B.pdf (384 KB)

South Exhibit D.pdf (1,306 KB)

Subject 27.22 Approval of Employment Agreement, Director, Accessibility Center for

Education, GWC

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 27. Approval of Agreements

27. Approval of Agreements

Public

Type Discussion

Access

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Chad Bowman, GWC, to serve as Director, Accessibility Center for Education, commencing on July 1, 2012 and ending on June 30, 2013. Compensation to be \$79,435 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 # 28)

File Attachments

Chad Bowman, ACE Director 2012-13.pdf (76 KB)

27.23 CCC - Approve Agreement between Alliant International University – Los Angeles and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Alliant International University – Los Angeles and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

- **1. Background:** Alliant International University Los Angeles and Coastline Community College's Acquire Brain Injury Program have been successful in partnering students who need clinical hours for their graduate program with the ABI Program's need for neuropsychological/neuroeducational assessment and psychological counseling.
- 2. Goal/Purpose: Graduate students provide needed neuropsychological/ neuroeducational assessment and psychological counseling for the ABI Program at no cost to the program.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Alliant International University Los Angeles and the Coast Community College District for one graduate student intern to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Alliant International University Los Angeles Attachment # 29)
- 5. Fiscal Review and Impact: None

File Attachments

Alliant Internation University - Los Angeles, Farnush Farmand.pdf (182 KB)

27.24 CCC - Approve Agreement between Alliant International University - Alhambra and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Alliant International University - Alhambra and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

- **1. Background:** Alliant International University Alhambra and Coastline Community College's Acquire Brain Injury Program have been successful in partnering students who need clinical hours for their graduate program with the ABI Program's need for neuropsychological/neuroeducational assessment and psychological counseling.
- 2. Goal/Purpose: Graduate students provide needed neuropsychological/ neuroeducational assessment and psychological counseling for the ABI Program at no cost to the program.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Alliant International University Alhambra and the Coast Community College District for two graduate student interns to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Alliant International University Alhambra Attachment # 30)
- 5. Fiscal Review and Impact: None

File Attachments
Alhambra.pdf (285 KB)

27.25 CCC - Approve Agreement between Argosy University and the Coast

Community College District for Obtaining Clinical Experience in

Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population Through an Internship at Coastline Community

College's Acquired Brain Injury Program.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Argosy University and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population Through an Internship at Coastline Community College's Acquired Brain Injury Program.

- **1. Background:** Argosy University and Coastline Community College's Acquire Brain Injury Program have been successful in partnering students who need clinical hours for their graduate program with the ABI Program's need for neuropsychological/ neuroeducational assessment and psychological counseling.
- **2. Goal/Purpose:** Graduate students provide needed neuropsychological/neuroeducational assessment and psychological counseling for the ABI Program at no cost to the program.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Argosy University and the Coast Community College District for one graduate student intern to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Argosy University Attachment # 31)
- 5. Fiscal Review and Impact: None

File Attachments

Argosy University - Kate Charpentier.pdf (224 KB)

Subject 27.26 CCC - Authorization to Enter into a Lease Schedule No. 500-3117270-

000 dated June 21, 2012, to Master Equipment Lease Purchase Agreement No. 3117270 dated June 21, 2012, between Bank of America National Association and Coast Community College District to Purchase Infrastructure Equipment from ePlus Technology, Inc., Utilizing the Western States

Contracting Alliance (WSCA) Contract AR-233 for the Coastline Community

College Sites.

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

CCC - Authorization to Enter into a Lease Schedule No. 500-3117270-000 dated June 21, 2012, to Master Equipment Lease Purchase Agreement No. 3117270 dated June 21, 2012, between Bank of America National Association and Coast Community College District to Purchase Infrastructure Equipment from ePlus Technology, Inc., Utilizing the Western States Contracting Alliance (WSCA) Contract AR-233 for the Coastline Community College Sites.

1. Background: Subject to the terms and conditions of the original Bank of America National Association Master Equipment Lease/Purchase Agreement No. 3117270 Lease Agreement dated June 21, 2012, Coast Community College District will purchase equipment to replace Coastline Community College's existing aging infrastructure that is no longer under warranty or supported. The existing infrastructure throughout all of Coastline is of residential quality as opposed to enterprise and reached its end of life years ago. It covers all existing Coastline sites/buildings including the equipment to make the Newport Beach Learning Center functional and operational. This will enable Coastline Community College to deliver today's technologies in a fast and reliable manner. Under Terms and Conditions of the Master Lease/Purchase Agreement (Section 10), this lease will enable us to own and keep the equipment at no cost to the District after all payments are completed. This expense is already budgeted as a line item in General Fund as approved by Coastline's Planning, Institutional Effectiveness and Accreditation Committee and College Council.

Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

- 2. Goal/Purpose: To provide updated Network Infrastructure Technology.
- 3. Comments (if any): Legal Counsel has reviewed the Master Lease Agreement and has issued an Opinion of Counsel Letter.

Using WSCA as the procurement tool, we have received quotes from five different vendors and ePlus was selected for their lowest pricing.

ePlus \$690,553.05 GovPlace \$796,115.42 Tek Works \$917,783.81 TIG \$891,246.98 Trace 3 \$777,600.34

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into this Bank of America National Association Lease/Purchase Agreement No. 3117270 and Coast Community College District for Coastline's sites. The Board President, or designee, is authorized to sign the Agreement and any related

documents, indicating approval by the Board of Trustees. (Bank of America National Association Attachment # 32)

5. Fiscal Review and Impact: \$726,832.05 to be paid in yearly installments of \$145,366.41 over a period of five years. Funded Source: General Fund.

File Attachments

Bank of America National Association.pdf (2,317 KB)

Subject 27.27 GWC - Approve Non-Standard Agreement between Three Forks and the

Coast Community College District for Financial Aid Software Consultation

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

27. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between Three Forks and the Coast Community College District for Financial Aid Software Consultation

- 1. Background Information: Computer consultation is needed for Financial Aid to perform tasks needed for delivery of Financial Aid
- 2. Goal/Purpose: To set up our computer software for the 12/13 school year.
- 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 ThreeForksand the Coast Community College District for Software set-up, from March 5-9, 2012. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Threeforks Agreement, Attachment # 33)
- 5. Fiscal Impact: \$6000 to be paid from Categorical BFAP funds.

File Attachments

ThreeForks Agreement.pdf (76 KB)

28. Buildings and Grounds Approvals

Subject 28.01 DIS - Approve Change Order No. 4; Golden West College Learning

Resource Center, Phase I; Bid No. 1953

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 28. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Change Order No. 4; Golden West College Learning Resource Center, Phase I; Bid No. 1953

1. Background

This change order seeks to reconcile additional and deducted scope related to the electrical work scope on the Golden West College Learning Resource Center project. These changes have been reviewed and validated as additional contract scope by the architect and campus project team. The specific changes are detailed in the attached change order and generally include additional general conditions costs, architectural changes, and owner requested additions.

2. Goal/Purpose

Project completion and contract closeout.

3. Comments

None

4. Recommendation Statement

After review by the Vice President of Administrative Services, Senior Director of District Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 4 to Golden West College Learning Resource Center Phase I; Bid No. 1953 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

<u>Vector Resources, Inc. – Category D – Electrical</u>

Contract change reconciliation as of 6/1/12

Outstanding contractor cost: \$101,319.00

Total Change Order: \$101,319.00

<u>Contract Amount</u>: \$3,280,923.00 (C.O. 4: 3.09% Increase) Total Change Orders: \$224,978.00. (6.86% Increase)

Fiscal Impact: \$101,319.00 (Measure C – General Obligation Bond Fund)

Master Plan Approved Project

GWC Learning Resource Center, Phase I

Attachment # 34

File Attachments

GWC LRC Bid 1953 CO4 Vector.pdf (135 KB)

28.02 DIS - Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Capacity-To-Load (Cap-Load)

Management Program for Academic Year 2012-2013

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

28. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Capacity-To-Load (Cap-Load) Management Program for Academic Year 2012-2013

1. Background

As a requirement of the California Community College Chancellors Office, Coast Community College District must develop, report, and maintain specified capacity-to-load ratios at our facilities in order to qualify for financial assistance/augmentation from the State. Furthermore, the appropriate management and balance of space utilization, and subsequent receipt of State Capital Outlay funding, is largely responsible for maximizing the accomplishments of the District's Measure C program and is a vital component our long-term Capital Improvement Plan going forward.

2. Goal/Purpose

Comply with required state reporting requirements, while maximizing the District's ability to qualify and secure capital construction grant financing from the State.

3. Comments

The Five-Year Capital Construction Plan and accompanying Initial Project Proposals must be submitted to the State Chancellor's office by August 1, 2012. This plan will be recommended to the Board for approval and authorization to submit at the next scheduled meeting on July 18, 2012.

4. Recommendation Statement

After review by the Vice Presidents of Administrative Services, Senior Director of District Facilities, Planning & Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to use Cambridge West Partnership for the formulation, management, and oversight of the District's capacity-to-load ratios (Cap-Load), Space Inventory (Report 17), and State 5-Year Capital Plan for the 2012-2013 year. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$58,000 (District Capital Outlay Funds)

Attachment # 35

File Attachments

Dist Cambridge West CAP-LOAD 2012-2013.pdf (155 KB)

Subject 28.03 DIS - Authorization to File Notice of Completion and Release Retention

Funds

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 28. Buildings and Grounds Approvals

Access Public

Type Discussion

Authorization to File Notice of Completion and Release Retention Funds

It is recommended that authorization be given to the Chancellor or designee to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the Chancellor or designee is authorized to pay retention due, accepting all work and/or materials as satisfactorily completed by the contractor(s). In the event of a dispute between the District and a Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

GWC Learning Resource Center Phase I Bid No. 1953

Contractor: Vector Resources, Inc.

Category D - Electrical

29. General Items of Business

Subject 29.01 DIS - Authorization to make Payment to Rancho Santiago Community

College District for Services provided by Atkinson, Andelson, Loya, Ruud &

Romo (AALRR)

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Authorization to make Payment to Rancho Santiago Community College District for Services provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)

At the December 14, 2011 meeting, the Board of Trustees authorized the Chancellor to work with the CEO's from 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 Coast's interests and the integrity of the property tax revenue stream for the community college system. The Board of Trustees furthered authorized that any contractual action taken under this Board agenda item will be presented for ratification at the next regularly scheduled meeting. The Chancellor's of Coast CCD, North Orange County CCD, Rancho Santiago CCD, and South Orange County CCD agreed to share the legal research costs related to the Orange County Property Tax issue in equal shares of 25% per district. These services are being provided by Atkinson, Andelson, Loya, Ruud & Romo and being processed through Rancho Santiago Community College District.

Fiscal Impact: Equal share of 25% of legal services for the month of March and April, 2012, in the amount of \$1,124

File Attachments

Invoice4-Rancho Santiago CCD.pdf (68 KB)

Invoice4-Property Tax Legal Counsel.pdf (352 KB)

Subject 29.02 Acceptance of \$200,000 Dividend from the Coast Community College

District Enterprise Corporation

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Acceptance of \$200,000 Dividend from the Coast Community College District Enterprise Corporation

After review by the Chancellor, it is recommended by Trustee Patterson that the Board of Trustees accept a \$200,000 dividend distribution from the Coast Community College District Enterprise Corporation. At its June 12, 2012 meeting, the Enterprise Corporation Board of Directors unanimously approved a \$200,000 dividend distribution to the District. It is recommended by Trustee Patterson that this dividend be accepted by the Board of Trustees for purposes of establishing seed funds for Community Education courses throughout the Coast Community College District. It is further recommended by Trustee Patterson that the Chancellor, or designee, be authorized to establish a robust district-wide Community Education/ Continuing Education plan with \$200,000 used as seed money to generate even more funds to allow the program to grow. (See attachment # 36)

File Attachments

Acceptance of 200, 000 Dividend from the CCCD Enterprise Corporation.PDF (43 KB)

Subject 29.03 Nomination of Dr. Lorraine Prinsky for the 2012 ACCT Trustee

Leadership Award

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

Nomination of Dr. Lorraine Prinsky for the 2012 ACCT Leadership Award

It is recommended by Trustee Jerry Patterson that the Board of Trustees nominate Dr. Lorraine Prinsky for the 2012 ACCT Trustee Leadership Award. The Secretary Pro Tem of the Board is directed to file the attached nomination letter from Trustee Patterson and an excerpt of the Board's vote to nominate Dr. Prinsky with the Association of Community College Trustees prior to the June 22, 2012 deadline for nominations. (See Attachment # 37)

File Attachments

ACCT Leadership Award.PDF (32 KB)

Subject 29.04 GWC - Independent Contractors Over \$20,000

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

IC Name: Larson, Douglas

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

Center

Payment Schedule/Compensation: \$31,000, to be paid in 12 monthly payments of \$2,583.33

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: POST Case Law Today funds

IC Name: S. Groner Associates

Services: Develop and implement effective outreach, marketing and recruitment strategies for the

Recycling and Resource Management Program

Payment Schedule/Compensation: \$22,500, to be paid three payments of \$7,500, per invoice

Term of Agreement: June 21, 2012 - June 30, 2013

Source of Funding: CBJT Grant funds

IC Name: Image 2000

Services: Microfilm conversion

Payment Schedule/Compensation: \$50,000 one-time payment per invoice upon completion

Term of Agreement: June 21, 2012 - August 31, 2012

Source of Funding: One-Time Funding funds

IC Name: Pretty in Print c/o Kelly Thompson

Services: Printing of the Community Education and Activities Calendar of Events publication

Payment Schedule/Compensation: \$30,000, to be paid \$10,000 per semester, Fall 2012, Spring 2013, and

Summer 2013

Term of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: Community Education and Activities funds

IC Name: PGINET Consulting

Services: CoastPathways.com functionality changes and enhancements for CTE Transitions project

Payment Schedule/Compensation: \$30,000 to be paid per invoice upon completion

Term of Agreement: February 16 - June 30, 2012

Source of Funding: CTE Transitions funds

(Revision is to extend the contract from May 31, increase the compensation from \$10,000 and change the

funding source.)

Subject 29.05 GWC - Authorization to Conduct a Short-Term Study Abroad Program in

History in London, England, June 29 - July 29, 2013

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 29 – July 29, 2013

After review by the Dean of Social Sciences, it is recommended by the College President that authorization be given to enter into a standard travel contractor agreement to conduct a Study Abroad program in History in London, England from June 29 – July 29, 2013. Dave Moore, full-time professor, to serve as faculty. All logistical arrangements will be handled by a service provider to be submitted for approval at a later date.

Fiscal Impact: No cost to the District. No replacement cost for faculty assigned to the program. All payments by trip participants for travel services shall be made to the service provider who shall account to CCCD for the total cost of the trip as well as the faculty's salary.

Subject 29.06 GWC - Renewal of Medical Insurance for International Students

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

Golden West College International Student Program to renew Blue Cross medical insurance coverage for all international students through Ascension Benefits and Insurance Solutions (previously known as Renaissance Insurance Agency, Inc.) at the rate of \$1206 per year payable by the student, at no cost to the college.

Subject 29.07 OCC - Approval of FY 2012-2013 Budget, Associated Students of Orange

Coast College

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Approval of FY 2012-2013 Budget, Associated Students of Orange Coast College

After review by the Dean of Student Services and Vice President of Student Services at Orange Coast College, it is recommended by the College President that the Board of Trustees approve the Fiscal Year 2012-2103 budget for the Associated Students of Orange Coast College. A copy of the Fiscal Year 2012-2013 budget is attached to each Trustee's agenda. (Attachment # 38)

File Attachments

FAC agenda.annual budget 2012-2013 final with president signature.pdf (151 KB)

Subject 29.08 OCC - Authorization to conduct a Short-term Study Abroad Program in

Madrid, Spain, Summer 2013

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Authorization to conduct a short-term language study abroad program in Madrid, Spain during summer 2013.

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast college President that authorization be given to enter into a Standard travel contractor agreement to conduct a program in Madrid, Spain, June 27 - July 31, 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Jeffrey Brown, OCC Professor of Spanish, to serve as faculty. One Spanish course will be offered.

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

29.09 DIS - Authorization to Amend Standard Professional Services

Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Public Opinion Research and Polling Services

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Authorization to Amend Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin & Associates, Inc. for Public Opinion Research and Polling Services

1. Background

In January 2012, the Board approved an agreement the Fairbank, Maslin, Maullin & Associates (FM3) for

to provide public opinion research and polling services related to the feasibility of a possible General Obligation Bond in 2012.

Since that time, the District's Internal Working Group has lead an effort to further analyze, develop, and

inform our constituents and community as to the District's capital needs and ten-year Capital Improvement Plan.

As part of the District's ongoing feasibility study of a prospective bond measure, the Internal Working Group recommends that FM3 conduct a follow-up survey to determine the level of community awareness surrounding the District's current capital needs.

2. Goal/Purpose

The purpose of this survey is determine the viability and/or susceptibility of a possible bond measure in advance of the Board's decision to place such a measure on the ballot.

3. Comments

FM3 will conduct a 17 minute survey of 500 Coast Community College District voters likely to vote in the November 2012 election and will be completed the week of July 9, 2012.

4. Recommendation Statement

After review by the District's Internal Working Group, it is recommended by the Chancellor that authorization be given to amend the Standard Professional Services Agreement with Fairbank, Maslin.

Maullin & Associates to conduct a follow-up survey related to a possible November 2012 General Obligation Bond measure. It is further recommended that the Board President be authorized to sign

amendment and any related documents, indicating approval by the Board of Trustees

5. Fiscal Review & Impact \$26,348 (District Community Relations & Enterprise Corporation Funds)

Attachment #39

File Attachments

this

Authorization Standard Agreement for Dist Add 1FM3.pdf (13 KB)

Subject 29.10 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's

Standard Annual Agreements for Contractor Services

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29, 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.

Sierra School Equipment Co. 1911 Mineral Court Bakersfield CA 93308

CSI Electrical Contractors Inc. 10623 Fulton Well Avenue Santa Fe Springs CA 90670

Mario Ciemente Painting 7080 Elverano Dr. Buena Park CA 90620

Maxim Security Systems 9064 Pulsar Court Suite F Corona Ca 92883

American Seating Company 401 American Seating CTR. Grand Rapids MI 49504

RS Haglund Construction 502 S Santa Fe Street Santa Ana CA 92705 Subject 29.11 Authorization to Purchase Storage Area Network (SAN) Equipment from

Dell Utilizaing the Western States Contracting Alliance

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

Authorization to Purchase Storage Area Network (SAN) Equipment from Dell utilizing the Western States Contracting Alliance (WSCA) Contract WN99ABZ.

1. Background: Coastline is looking to replace some of its aging computers in instructional labs and administrative systems. Coastline is embarking on a virtualization project to lower total cost of ownership and simplify the maintenance of the computers both in instructional labs and administrative systems. The project will require a storage area network (SAN) to house the images and relevant data.

Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies contract for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

2. Goal/Purpose:

To provide a storage area network (SAN) for Coastline to serve as a repository of data related to the desktop virtualization project.

- **3. Comments:** Coastline has conducted a proof of concept with an instructional lab at the Garden Grove Center. The systems have performed exemplary and Coastline would like to move forward on a formal implementation of the virtualization technologies.
- 4. Recommendation Statement: After review by the President of Coastline Community College, Coastline Interim Vice President of Administrative Services, Vice Chancellor of Educational Services and Technology, Vice Chancellor of Administrative Services, Coastline Interim Director of Technology Support Services and Manager of Purchasing, it is recommended by the Chancellor that the Board authorize the purchase of the Storage Area Network (SAN) equipment from Dell using WSCA Contract WN99ABZ.
- 5. Fiscal Review and Impact: NTE \$93,306.00 (General Funds)

Subject 29.12 GWC - Approval for the Associated Students of Golden West College to

Increase the College Service Charge

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Discussion

Approval for the Associated Students of Golden West College to Increase the College Service Charge

The Associated Students of Golden West College (ASGWC) is requesting Board approval to increase the college service charge by \$2 each semester to a total of \$17 for fall and spring semesters and \$9 for summer session. The College Service Charge has not been raised in over 4 years.

The College Service Charge is one of two major sources of income for the Associated Students; and through the annual ASGWC budget process these funds are allocated to various campus programs and services, all of which promote student success at Golden West College. With state budget cuts reducing the funds provided to student support services and programs, the Associated Students want to ensure that it can continue to provide much needed funding to these college co-curricular programs.

This is an optional fee, with waivers available to the students in the ASGWC Office.

Fiscal Impact: Additional revenue of \$2 per student each semester. Total amount dependent upon number of registered students.

Subject 29.13 GWC - Approval of 2012-2013 Budget, Associated Students of Golden

West College

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Approval of 2012-2013 Budget, Associated Students of Golden West College

After review by the Vice President of Student Life and Administrative Services, it is recommended by the College President that the Board of Trustees approve the Fiscal Year 2012-2103 budget for the Associated Students of Golden West College.

(See ASGWC 2012-13 Budget, Attachment # 40)

File Attachments

ASGWC 2012-13 Budget.pdf (144 KB)

Subject 29.14 CCC - General Item of Business

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Consent

CCC - Authorization to Approve Coastline Community College Associated Student Government 2012-13 Budget.

After review and recommendation by the Coastline Community College Associated Student Government, it is recommended that authorization be given to adopt Coastline's Associated Student Government 2012-13 budget. (See ASG 2012-13 Budget). Attachment # 41

Fiscal Impact: None

File Attachments

2012-13 ASG Budget.PDF (28 KB)

Subject 29.15 CCC - General Item of Business

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 29. General Items of Business

Access Public

Type Consent

CCC - Authorization to Approve Revised Mission Statement for Coastline Community College.

After review by the College President and at the recommendation of the College's Accreditation Officer, the Chancellor recommends that authorization be given to adopt the following revised Mission Statement for Coastline Community College. The revised statement was approved by the Planning, Institutional Effectiveness and Accreditation Committee and College Council.

Fiscal Impact: None

Mission Statement: Coastline Community College promotes academic excellence and student success for today's global students through accessible, flexible, innovative education that leads to the attainment of associate degrees, transfers, certificates, basic skills readiness for college, and career and technical education.

29.16 Approve Changes in Signatories for Union Bank Accounts

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

29. General Items of Business

Access

Public

Type

Discussion

Approve Changes in Signatories for Union Bank Accounts

Background

W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance and designated Contracting Agent is authorizing changes for signatories in Union Bank accounts for the District. The District has had significant changes in staffing which requires changes in the signatories for many of the bank accounts.

Goal/Purpose

To provide the correct bank signatures on all check/warrants issued by the District.

Recommendation

After review by the Chancellor, it is recommended that the Board approve the changes made for signatories for Union Bank accounts.

Fiscal Impact

None

Golden West College Fiscal Services Credit Card Clearing Account #7050000405

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coast Community College District Medical Claims

Account #7050000650

Deborah D. Hirsh - Vice Chancellor, Human Resources

Andrew Jones - Chancellor

William Michael Stemler - CEO, Delta Health Systems

Donna Waldfogel - Administrative Director, Human Resources

Coastline Community College Bank Deposit

Account #7050000693

Loretta Adrian - President

W. Andrew Dunn - Vice Chancellor, Administrative Services

Richard Kudlik - Director, Fiscal Services

Christine Nguyen - Vice President, Administrative Services

Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Associated Students/Student Loan Account Account #2740020997

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Letter of Credit Account #4559901100

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor Daniela Thompson, Administrative Director, Fiscal Services

Coastline Community College Contract Education Account # 7050001118

Loretta Adrian - President W. Andrew Dunn - Vice Chancellor, Administrative Services Richard Kudlik - Director, Fiscal Services Christine Nguyen- Vice President, Administrative Services Daniela Thompson, Administrative Director, Fiscal Services

Coast Community College District State of California Grant Program Account #4550141340

W. Andrew Dunn, Vice Chancellor, Administrative Services and Finance Andrew Jones - Chancellor Daniela Thompson, Administrative Director, Fiscal Services

CDMA

Account #611831884

W. Andrew Dunn - Vice Chancellor, Administrative Services Martha Parham - District Director, Public Affairs Vince Rodriquez - Dean, Distance Learning Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Emergency Loan Program Account #4550111913

J. Wesley Bryan - President Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coastline Community College Money Market Account #7050001932

Loretta Adrian - President W. Andrew Dunn - Vice Chancellor, Administrative Services Richard Kudlik - Director, Fiscal Services Christine Nguyen - Vice President, Administrative Services Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Foundation Account # 2740012005 J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation Account #274002013

J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation Account #2740012021

J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation Account #2740012056

J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Coastline Community College EOP Grant Loans Account #4559602545

Loretta Adrian - President W. Andrew Dunn, Vice Chancellor, Administrative Services and Finance Richard Kudlik - Director, Fiscal Services Christine Nguyen - Vice President, Administrative Services Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Enterprise Swap Meet Account #2740013575

J. Wesley Bryan - President W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coast Community College District Financial Aid Disbursement Account #2740023600

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor

Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Ancillary Fund Account #610023703

W. Andrew Dunn - Vice Chancellor, Administrative Services Dennis Harkins - President Richard Pagel - Vice President, Admnistrative Services Helen Rothgeb - Director, Fiscal Services Daniela Thompson, Administrative Director, Fiscal Services

Coast Community College District Student Refunds Account #2740023767

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Credit Card Registration Account #2740023775

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor Daniela Thompson- Administrative Director, Fiscal Services

Orange Coast College Foundation Account #611834516

Douglas C. Bennett
Dennis Harkins - President
Rush Hill
Jeffrey Hyder
A. Patrick Munoz
Richard Pagel - Vice President, Administrative Services

Orange Coast College Starbucks/Pavilion Account #610075037

W. Andrew Dunn - Vice Chancellor, Administrative Services Dennis Harkins - President Richard Pagel - Vice President, Administrative Services Helen Rothgeb - Director Fiscal Services Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Learning Systems Account #2740015195

Loretta Adrian - President W. Andrew Dunn - Vice Chancellor, Administrative Services Richard Kudlik - Director, Fiscal Services Christine Nguyen- Vice President, Administrative Services

Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Associated Students/ Trust Account #2740016000

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Golden West College Bookstore/Trust Account #2740016019

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Perkins Loan Program Account #4554906635

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Associated Students Account #610016987

W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Cafeteria Account #610016995

W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Co-Curricular Fund Account #610017002

W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Account #610017029

W. Andrew Dunn - Vice Chancellor, Administrative Services Deborah Hirsh - Vice Chancellor, Human Resources Andrew Jones - Chancellor Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College School of Sailing

Account #610017037

W. Andrew Dunn - Vice Chancellor, Administrative Services

Dennis Harkins - President

Richard Pagel - Vice President, Administrative Services

Helen Rothgeb - Director, Fiscal Services

Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Credit Card Registration Account #610017045

W. Andrew Dunn - Vice Chancellor, Administrative Services

Dennis Harkins - President

Richard Pagel - Vice President, Administrative Services

Helen Rothgeb - Director, Fiscal Services

Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College ASSOC Credit Card Account #610017053

W. Andrew Dunn - Vice Chancellor, Administrative Services

Dennis Harkins - President

Richard Pagel - Vice President, Administrative Services

Helen Rothgeb - Director, Fiscal Services

Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Revolving Cash Fund Account #4550137157

W. Andrew Dunn - Vice Chancellor, Administrative Services

Deborah D. Hirsh - Vice Chancellor, Human Resources

Daniela Thompson - Administrative Director, Fiscal Services

Donna Waldfogel - Administrative Director, Human Resources

Coast Community College District Cash Clearing Account #4550137173

W. Andrew Dunn - Vice Chancellor, Administrative Services

Deborah D. Hirsh - Vice Chancellor, Human Resources

Andrew Jones - Chancellor

Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Bookstore Account #4550137181

Loretta Adrian - President

W. Andrew Dunn - Vice Chancellor, Administrative Services

Richard Kudlik - Director, Fiscal Services

Christine Nguyen - Vice President, Administrative Services

Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Cash Clearing

Account #4550137203

W. Andrew Dunn - Vice Chancellor, Administrative Services

Deborah D. Hirsh - Vice Chancellor, Human Resources

Andrew Jones - Chancellor

Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Student Advisory Co-Curricular Account #4550137270

Loretta Adrian - President W. Andrew Dunn - Vice Chancellor, Administrative Services Richard Kudlik - Director, Fiscal Services Christine Nguyen - Vice President, Administrative Services Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Community Services Account #4550137319

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coastline Community College Foundation Account #4550137335

Loretta Adrian - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Richard Kudlik - Director, Fiscal Services Christine Nguyen - Vice President, Administrative Services Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Foundation Account #4550137351

J. Wesley Bryan - President Margie Bunten Judy Elmore Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Steve Olmsted Robert Polentz Paul Wisner - Director, Fiscal Services

Coast Community College District Foundation Account #4550137416

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - BOD Secretary Martha Parham - Executive Director Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Parking Fund Account #4550137424

J. Wesley Bryan - President W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Cash Clearing Account #4550137432

W. Andrew Dunn Vice Chancellor, Administrative Services and Finance Deborah Hirsh - Vice Chancellor, Human Resources Andrew Jones - Chancellor

Daniela Thompson, Administrative Director, Fiscal Services

Golden West College Associated Students Account #4550137459

J. Wesley Bryan - President

W. Andrew Dunn - Vice Chancellor, Administrative Services Janet Houlihan - Vice President, Administrative Services Fabienne McPhail Naples - Vice President, Student Success Daniela Thompson - Administrative Director, Fiscal Services Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Financial Aid Special Account Account #4559607504

W. Andrew Dunn - Vice Chancellor, Administrative Services Andrew Jones - Chancellor Daniela Thompson, Administrative Director, Fiscal Services

Orange Coast College Petty Cash Fund Account #610037984

> W. Andrew Dunn - Vice Chancellor, Administrative Services Dennis Harkins - President Richard Pagel - Vice President, Administrative Services Helen Rothgeb - Director, Fiscal Services Daniela Thompson, Administrative Director, Fiscal Services.

Orange Coast College Enterprise Inc. Account #610038107

W. Andrew Dunn - Vice Chancellor, Administrative Services Dennis Harkins - President Richard Pagel - Vice President, Administrative Services Helen Rothgeb - Director, Fiscal Services Daniela Thompson, Administrative Director, Fiscal Services

30. Resolutions

Subject 30.01 Resolution #12-21 in Support of the DREAM Act

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 30. Resolutions

Access Public

Type Discussion

Resolution #12-21 in Support of the DREAM Act (Attachment #42)

File Attachments

Resolution 12-21 Dream Act.pdf (185 KB)

Subject 30.02 Resolution #11-32 Amended, Revision to the Reorganization and

Lateral Transfer Plan

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

30. Resolutions

Access

Public

Type

Discussion

Resolution #11-32 Amended, Revision to the Reorganization and Lateral Transfer Plan (See Attachment # 43)

File Attachments

Resolution 11-32 Amended June.pdf (228 KB)

31. Approval of Minutes

Subject 31.01 DIS - Approval of Minutes

Meeting Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category 31. 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:

Special Meeting of May 11, 2012 Regular Meeting of May 16, 2012 Special Meeting of May 23, 2012

File Attachments

Min 5-11-12 Special Meeting.pdf (16 KB) Min 5-16-12 Regular Meeting.pdf (261 KB)

Min 5-23-12 Special Meeting.pdf (14 KB)

32. Policy Implementation

Subject 32.01 DIS - Approval of Board Policy 2015, Student Trustee, Board of

Trustees

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

32. Policy Implementation

Access

Public

Type

Discussion

DIS - Approval of Board Policy 2015, Student Trustee, Board of Trustees (Attachment # 44).

File Attachments

BP 2015 Student Trustee, Board of Trustees.pdf (67 KB)

33. Close of Meeting

Subject

33.01 - 33.02 Close of Meeting

Meeting

Jun 20, 2012 - Regular Meeting and Budget Study Session 2012

Category

33. Close of Meeting

Access

Public

Type

Action

33.01 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

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.

33.02 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 Progre P=Pending
1	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 18, 2012	P
2	May 16, 2012	Mr. Patterson 2nd Dr. Prinsky	Chancellor/College President	Provide a report on revenue issues at the Golden West College Writing Center.	Pending	P
3	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	P
4	Nov 16, 2011	Mary Hornbuckle 2nd Jerry Patterson	Board	Board Engagement in Accreditation: Review of Accreditation Drafts.	Recommended for March 21 and August 1, 2012	P
5	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	Р
6	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Annual Report June 20, 2012	P

Special Meeting

Board of Trustees Coast Community College District

Newport Beach Learning Center 1515 Monrovia Avenue, Newport Beach, CA 92663

4:00 p.m.

Friday, May 11, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 11, 2012 at the Newport Beach Learning Center, 1515 Monrovia Avenue, Newport Beach, CA 92663.

1. Call to Order

Board President Jim Moreno called the meeting to order at 4:02 p.m.

2. Roll Call

Trustees Present:

Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson,

and David Grant

Trustees Absent:

Student Trustee Joe Venegas III was excused

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Tour of the Newport Beach Learning Center

The Board participated in a tour of the Newport Beach Learning Center.

5. Recess Meeting to Travel to the Coast Community College District Office Board Conference Room at 1370 Adams Avenue, Costa Mesa, CA 92626 to Continue Meeting

Trustee Moreno recessed the meeting at 4:55 p.m.

6. Reconvene Meeting

The meeting reconvened at 5:30 p.m. at the District Office Board Conference Room. Trustee Hornbuckle was unable to attend this portion of the meeting.

7. Opportunity for Public Comment (Closed Session)

There were no requests to address the Board.

8. Recess to Closed Session

The Board recessed to Closed Session at 5:33 p.m. to discuss the following:

a. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6) Agency Negotiators: Dr. Andrew Jones, Chancellor, and 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

9. Reconvene to Open Session

The Board reconvened to Open Session at 6:57 p.m.

10. Report of Action from Closed Session (if any)

There was no report of action from Closed Session.

11. Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adjourn the meeting at 6:58 p.m.

Motion carried with the following vote:

Aye:

Mr. Moreno, Dr. Prinsky, Mr. Patterson, and Mr. Grant

No:

None

Absent:

Ms. Hornbuckle, Mr. Venegas III

Secretary of the Board of Trustees

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

Regular Meeting

Board of Trustees

Coast Community College District

Golden West College Student Center 15744 Goldenwest Street, Huntington Beach, CA 92647

6:30 p.m.

Wednesday, May 16, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 16, 2012 in the Student Center of Golden West College.

1.00 Preliminary Matters

1.01 Call to Order

President Jim Moreno called the meeting to order at 6:30 p.m.

1.02 Roll Call

Trustees Present:

Jim Moreno, Mary Hornbuckle, Jerry Patterson, Lorraine Prinsky,

David Grant and Student Trustee Joe Venegas III

Trustees Absent:

None

1.03 Pledge of Allegiance

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

1.04 Public Comment (Open Session)

Vanessa Flournoy addressed the Board regarding budget issues.

1.05 Public Acknowledgement of Students, Faculty and Staff Contributions to Congress to Campus 2012

The Board acknowledged the students, faculty and staff who contributed to Congress to Campus 2012.

1.06 Presentations and Ceremonial Resolutions

1.06.01 Ceremonial Resolutions

a) Coast Community College District Ceremonial Resolution Honoring Student Trustee Joe Venegas III

Board President Moreno presented Mr. Venegas with a resolution honoring his many and great works as Student Trustee for 2011-12.

b) Coast Community College District Ceremonial Resolution Honoring Monica DeKany, Golden West College Student and Secretary of the District Student Council

Board President Moreno presented Ms. DeKany with a resolution honoring her works as Secretary of the District Student Council for 2011-12.

c) Coast Community College District Ceremonial Resolution Honoring Orange Coast College Early Childhood Lab School

Board President Moreno presented the Orange Coast College Early Childhood Lab School with a resolution honoring their 25th anniversary.

d) Coast Community College District Ceremonial Resolution Honoring Golden West College Football Team

Board President Moreno presented the Golden West College 2011 Football Team with a resolution honoring their accomplishments.

e) Coast Community College District Ceremonial Resolution Honoring Golden West College Men's Water Polo Team

Board President Moreno presented the Golden West College 2011 Men's Water Polo Team with a resolution honoring their accomplishments.

f) Coast Community College District Ceremonial Resolution Honoring Golden West College Student Jacquelene Powell

Board President Moreno presented Golden West College Student Jacquelene Powell with a resolution honoring her accomplishments.

g) Coast Community College District Ceremonial Resolution Honoring Golden West College Student Jade Morton

Board President Moreno presented Golden West College Student Jade Morton with a resolution honoring her accomplishments.

h) Coast Community College District Resolution #12-17 Proclaiming May 20-26, 2012 "Classified Employees Appreciation Week"

Board President Moreno presented a resolution to the Classified Employees, proclaiming May 20-26, 2012 "Classified Employees Appreciation Week".

1.06.02 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:

Faculty

Hollinden, Jody, CCC, Instructor, retirement effective 7/1/12 Taylor, Margaret, CCC, Instructor, retirement effective 5/28/12

Classified Management

Waldfogel, Donna, DIS, Admin Director of Human Resources, retirement effective 7/1/12

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to accept these retirements, with a correction to Jody Hollinden's retirement date to read 7/1/12.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

1.07 Presentation by the Golden West College Writing Center

Aida Linn Villegas addressed the Board in support of the Golden West College Writing Center, and the Board received a presentation by the Writing Center. On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to refer this to the Chancellor and College President to report back to the Board at a future meeting on revenue issues at the Center.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

1.08 Budget Presentation by Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn

Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn, presented a Budget Update to the Board.

2.00 Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones, Chancellor, provided a report to the Board.

2.02 Reports from the Presidents

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

Dr. Loretta Adrian, Coastline Community College Dr. Rich Pagel on behalf of Dr. Dennis Harkins, Orange Coast College Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

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

Dale Lendrum, Golden West College

2.04 Reports from the Academic Senate Presidents

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

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

2.05 Reports from the Presidents of Employee Representative Groups

Reports were provided by the following Employee Representative Groups:

Dean Mancina, President, Coast Federation of Educators (CFE)

2.06 Reports from the Board of Trustees

Board members provided individual reports.

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

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

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the May 16, 2012 Agenda.

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)

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

3.03 The Board Directives Log

The Board reviewed and discussed the Board Directives Log. On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to remove Items #1 and #2 from the Board Log, and to update the due date on Item #6 for an annual report to be due at the June 20, 2012 Board Meeting.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

3.04 Opportunity for the Board of Trustees to Review Board Policy 2015 Student Trustee, Board of Trustees

The Board reviewed and discussed Board Policy 2015 Student Trustee, Board of Trustees. After discussion, Board President Moreno requested that the policy be returned to the District Student Council for further review and for revision of the language in proposed item 4 to add "during his or her term of office as student trustee. After review by District General Council, the policy should be returned to the June 20, 2012 Board of Trustees' Meeting.

3.05 Board of Trustees' Self Evaluation Action Plan and Colleges' Accreditation Self-Evaluation Topics

A. Board of Trustees' Self-Evaluation Action Plan

Dr. Prinsky pointed out that the self evaluation results had been re-calculated and now did not include any "0" scores, which changed the "deficient" results to read "adequate."

Instructional/Student Services Programs: On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to refer this item to the Accreditation Committee for development of an action plan and quality control measures with the input of the Chancellor, with results back to be reported back to the Board.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

Community and Government Relations: On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board authorized an action plan for the Trustees to stay informed and discussed ways to reach out to the community. It was suggested that a Dashboard be created by the Chancellor so that progress can be measured, and this will be brought back to the Board.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

B. Board of Trustees' Discussion of Colleges' Accreditation Self-Evaluation Topics

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted that the Board President and Trustee Hornbuckle would review the Code of Ethics and bring it

back to the July 18, 2012 Board Meeting, and that the Code of Ethics policy would be placed on the Board Directives Log to be reviewed on an annual basis.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

The Board discussed the Chancellor's Evaluation and it was clarified that this topic was placed on Closed Session agendas to provide flexibility for discussing the Chancellor's goals. On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted that the Board Clerk would work with Dr. Lipton to revise the Chancellor's Evaluation policy and return to the Board for review.

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

The Board discussed at length the topic of Board Meeting minutes being expanded to meet the requirements for Accreditation. It was agreed that Dr. Serban would provide the Board with a list of specific topics where additional detail is required at the June 20, 2012 Board Meeting.

Finally, Board Resolution 11-15 was discussed by Trustee Moreno, who indicated that this was the resolution related to the hiring freeze and that he had sent comments to the Accreditation Committee regarding the outcome of this resolution, which is still in effect.

CONSENT CALENDAR (Items 4 - 23)

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

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

DISCUSSION CALENDAR

24.00 Approval of Agreements

24.01 CCC - Approval of Amendment to the Agreement for Contract Services between Jones International, Inc. and the Coast Community College District to Extend Usage Rights for Media Waves: An Introduction to Mass Communication

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve the Amendment to the Agreement between Jones International, Inc. and the Coast

Community College District to extend usage rights to Media Waves: An Introduction to Mass Communication for an additional two years. 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: Military/Contract Education Department to pay a \$10 fee per student directly to Jones International, Inc. Projected revenue unknown, dependent upon course usage and student enrollments.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

24.02 GWC - Approval of Non-Standard Agreement between Trustee of Concordia University and the Coast Community College District for Field Placement of University Students at Golden West College

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Agreement between Concordia University and the Coast Community College District for the placement of Concordia University students at Golden West College for practical experience in the study of Athletic Training Education Program, from August 1, 2012 through September 30, 2015. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to District. Worker's Compensation Insurance for participating students shall be provided by Concordia University.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

24.03 OCC - Approval of Non-Standard Agreement between PrestoSports and the Coast Community College District for the Purpose of Hosting Website for the Orange Coast College Athletic Department

On a motion by Mr. Venegas and seconded by Ms. Hornbuckle, the Board voted to approve the Agreement between PrestoSports and the Coast Community College District for the purpose of hosting an athletic website. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$4,000.00 annually to be paid out of the Orange Coast College Athletic Ancillary account.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

24.04 OCC - Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between the City of Costa Mesa and the Coast Community College District for the purpose of hosting the Southern California Community College Cross Country Championships at Fairview Park on Saturday, November 3, 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 or district.

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

24.05 OCC - Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve the Agreement between the City of Costa Mesa and the Coast Community College District for the purpose of hosting the Orange Coast College Cross Country Race at Fairview Park on Saturday, 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 or district.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

24.06 CCC - Approval of Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services

On a motion by Dr. Prinsky and seconded by Mr. Venegas, the Board voted to approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and training, counseling, college preparation and faculty development services to Kavram Schools in Turkey. 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: Gross Income of \$337,875.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and Mr.

Venegas

No:

None

Absent:

None

24.07 CCC - Approval of Amendment to an Agreement between Bedford, Freeman, & Worth Publishing Group, COMAP, Inc., and the Coast Community College District to Extend the Agreement and Include Schedule A

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Amendment to the Agreement between Bedford, Freeman & Worth Publishing Group, COMAP, and the Coast Community College District to extend the Agreement and replace the print version of the student guide with the publisher's digital product StatsPortal. The Agreement outlines the responsibilities of all partners and end products to be produced. Schedule A of the Amendment defines the fiscal responsibilities and royalties to be paid to the District. 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 District dependent upon enrollment. Publisher pays \$20 royalty to Coast District and COMAP for each sale of access to Telecourse StatsPortal.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

24.08 Approval of Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services.

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to approve the Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross Income of \$404,290.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None None

Absent:

24.09 DIS - Approval of Employment Agreement, Dean, Kinesiology and Athletics, OCC

This item was moved so that the appointment could be discussed in Closed Session.

24.10 Authorization to Approve Amendments to Educational Administrator Employment Agreement to Include Implementation of Up To Seven Furlough Days for the Fiscal Year 2012-2013

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve seven unpaid furlough days for managers and approve the amendment to the Employment Agreement for all educational administrators to reflect the reduced work year and commensurate reduction in pay.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

24.11 DIS - Approval of Employment Agreement, Dean of Enrollment Services, OCC

This item was moved so that the appointment could be discussed in Closed Session.

25.00 Buildings and Grounds Approvals

25.01 Approval of Addendum No. 1; Willdan Geotechnical for Material Testing and Special Inspection Services; Coastline Community College Newport Beach Learning Center

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to authorize Addendum No. 1 for geotechnical, special inspection and materials testing services for the Coastline Community College Newport Beach Learning Center 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 any related documents.

Fiscal Impact: \$79,260

(General Obligation Bond Funds/Measure C)

Master Plan Approved Project

CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.02 DIS - Approval of Standard Professional Services Agreement for Public Private Ventures, Inc. ("PPV") to Provide Advisory Services for Asset Management of District Owned Land, RFP #2004

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to authorize employment of Public Private Ventures, Inc. to provide Advisory Services for Asset Management of District Owned Land, 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 any related documents.

Fiscal Impact: NTE \$120,000 (District and Campus Capital Outlay Funds)

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No: Absent: None None

25.03 DIS - Authorization to Contract with Tangram Business Interiors, Inc. for the Coastline College Newport Beach Learning Center for Fixtures and Furnishing for the Science Labs Using the California State University Contract 11Z03183 for Contract Pricing

On a motion by Ms. Hornbuckle and seconded by Mr. Venegas, the Board voted to authorize the use of Tangram Business Interiors, Inc. for the procurement and installation, utilizing the CSU contract pricing, of the science labs at the Coastline College Newport Beach Learning Center. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$260,177.00

(Measure C - General Obligation Bond and State

Capital Outlay Funds)

Master Plan Approved Project

CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None None

Absent:

26.00 General Items of Business

26.01 GWC - Independent Contractors

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the following independent contractors, over \$50,000, pursuant to the District's standard independent contractor agreement:

IC Name: Leora DeBoer

IC Name: Care Training Services c/o Vidella Waller

IC Name: Envision Education, Wendy Deras

IC Name: Health Educational Consultants c/o Joyce Bowden

IC Name: Hime-Griffin, Kirsten IC Name: Conley, Mary Louise

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

26.02 Authorization to Accept Dividends from the Coast Community College Enterprise, Inc., and to Support the Enterprise Corporation's Petition to the District Foundation to Transfer its Dividends of \$75,000 and \$50,000 to the Coast Community College District for the Purpose of Information Related to a Capital Bond Campaign and to Classes at Orange Coast College

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to accept the dividends authorized by the Board of Directors of the Coast Community College District Enterprise Corporation on May 8, 2012. The dividends to the District are follows:

- a) \$75,000 Dividend to the District for Information Related to a Capital Bond Campaign
- b) \$50,000 Dividend to the District for Classes at Orange Coast College

It is further recommended that the Board of Trustees request that the District Foundation honor the petition from the Coast Community College District Enterprise Corporation to transfer both Foundation dividends to the District.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

26.03 Request Funds from the Coast Community College District Enterprise, Inc. for Restoration of Student Classes Within the Coast Community College District

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to request \$200,000 from the Coast Community College District Enterprise, Inc., to augment appropriations for the operations of the district, in accordance with Section 29 of the Master Agreement between the Coast Community College District, the Coast Community College District Foundation and the Coast Community College District Enterprise Inc. The funds shall be used to develop a self sustaining fund in the Coast Community College District for community education within the Coast Community College District (not-for-credit), such plan to be developed by the Chancellor and approved by the Board of Trustees.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

26.04 Approve the Agreement between Ellucian (formerly SunGard Higher Education Inc.) and Coast Community College District to Amend the Software License & Services Master Agreement to Include DegreeWorks with TreQ; related Services Work Order and Implementation Costs

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Amendment between Ellucian and Coast Community College District including related services work order and implementation costs. The agreements outline the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$572,442 from GO Bond funds (one-time expenditure)

\$13,874 from General funds (ongoing Annual Service

Maintenance Agreement)

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No: Absent: None None

26.05 DIS - Approval of Revision to the Fall 2012 Academic Calendar and Administrative Holiday Schedule

On a motion by Mr. Grant and seconded by Ms. Hornbuckle, the Board voted to adopt the required revision to the Fall 2012 - 2013 Academic Calendars and Administrative Holiday Schedule, to reflect the change in the Veterans Day observance, as shown in the attachment.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

26.06 Authorization to Amend Authorized Amounts for Outside Legal Services Provided to the District

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to authorize an increase in the amount of funds authorized for legal services to the District based on the unanticipated legal costs for personnel matters, litigation, restraining orders, contract review and construction settlements. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

Fiscal Review & Impact: \$278,000 for Outside legal services. Sufficient funds are available in the budget category for Legal Fees to accommodate this adjustment through FY 2011-2012. Fees to be paid from a combination of District General Funds, capital outlay funds and insurances on construction settlements.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

26.07 Authorization to Amend Agreement with Lew Edwards Group for Additional Informational Distribution Consulting Services for Exploration of a Potential 2012 General Obligation Bond Measure

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to approve the contract amendment to distribute funds for Lew Edwards Group to manage the external information distribution.

Fiscal Review & Impact:

\$268,300 payable through a combination of District Community Relations and Auxiliary resources, as follows:

\$150,000

from the Enterprise Corporation

\$118,300

from District Community Relations

\$268,300

Total

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.00 Resolutions

27.01 Adoption of Resolution and Order #12-16 of Biennial Trustee Election and Specifications of the Election Order

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve Resolution and Order #12-16 of Biennial Trustee Election and Specifications of the Election Order.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.02 Adoption of Resolution #12-18 of the Board of Trustees for Classified Management Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adopt Resolution #12-18 for Classified Management Furloughs for 2012-2013 in lieu of layoff due to lack of funds, with two revisions. The last sentence in the first paragraph should read

"...classified managers will be subject to seven unpaid furlough days in lieu of layoffs...", and the third paragraph to read "....compensation for all classified managers be adjusted in accordance with the number of furlough days implemented, seven days during the 2012-2013 fiscal year."

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.03 Adoption of Resolution #12-20 of the Board of Trustees for Confidential Employee Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adopt Resolution #12-20 for Confidential Employee Furloughs for 2012-2013 in lieu of layoff due to lack of funds.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

27.04 Resolution #12-19 of the Board of Trustees Supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment" Proposed Ballot Initiative

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adopt Resolution #12-19 of the Board of Trustees supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment" proposed ballot initiative.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

28.00 Approval of Minutes

28.01 Approval of Minutes

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Minutes of the Regular Meeting of May 2, 2012 and the Special Meeting of May 2, 2012, 2012.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None None

29.00 Close of Meeting

Absent:

29.01 Public Comment (Closed Session - Items on the Agenda)

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

29.02 Recess to Closed Session

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

The Board recessed to Closed Session at 10:49 p.m. to discuss the following items:

- a. 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
 - a. Dean of Kinesiology and Athletics
 - b. Dean of Enrollment Services
 - 6. Classified Management
 - 7. Classified Staff
 - a. Administrative Assistant to the Vice President
 - b. Secretary, Senior
 - 8. Reclassification and Reorganization/Reassignment
 - 9. Classified Temporary Assignments
 - a. Child Development Specialist
 - b. Accounting Assistant III
 - c. Special Assignment
 - d. Maintenance and Operations Lead
 - e. Staff Assistant, Sr.
 - f. Administrative Director of Information Technology
 - g. Custodian/Grounds Maintenance Supervisor
 - h. Applications Project Coordinator
 - i. Educational & Grant Services Coordinator
 - j. Instructional Food Service Manager
 - 10. Hourly Staff
 - 11. Substitute Classified
 - 12. Clinical Advisor/Summer

- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

c. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor and 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

d. 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

William Miles vs. Golden West College et al., Orange County Superior Court Case No. 30-2011-00504551

Coast Federation of Classified Employees vs. Coast Community College District, PERB Case No. LA-CE-5682-E

Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No. 30-2012-00584220-SC

e. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of *Government Code* Section 54956.9. Two Cases:

- Construction delays at Orange Coast College
- 2. Construction delays at Golden West College

29.03 Reconvene Regular Meeting

The Board reconvened the meeting at 11:45 p.m.

29.04 Report of Action from Closed Session (if any)

Dr. Christian Teeter, Secretary of the Board, reported that on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted unanimously to approve Item 29.02 a. Public Employment. (See Appendix pages 20-28)

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, and Mr. Grant

No:

None

Absent:

Mr. Venegas

Dr. Teeter also reported that on a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted unanimously to approve the Memorandum of Understanding with CFCE in Item 29.02 c. Conference with Labor Negotiator.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, and Mr. Grant

No:

None

Absent:

Mr. Venegas

Additionally, Dr. Teeter reported that on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve Item 24.09 Approval of Employment Agreement, Dean, Kinesiology and Athletics, OCC with Michael Sutliff, effective July 1, 2012 through June 30, 2014. Compensation to be \$120,061 annually, payable in equal monthly payments, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky and Mr. Grant

No:

None

Absent:

Mr. Venegas

Finally, Dr. Teeter reported that on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve Item 24.11 - Approval of Employment Agreement, Dean of Enrollment Services, OCC with Madjid Niroumand, OCC, Dean, Enrollment Services, effective May 17, 2012 through June 30, 2014. Compensation to be \$120,061 annually, payable in equal monthly payments, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, and Mr. Grant

No:

None

Absent:

Mr. Venegas

29.05 Adjournment

There being no further business, on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky the Board voted to adjourn the meeting at 11:50 p.m.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky and Mr. Grant

No:

None

Absent:

Mr. Venegas



*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

		Pages
Α.	Public Employment	

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, MTH = 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

The following CCC Administrators, Full Time and Part Time instructors to provide instructional opportunities for Navy Onshore for Military Contract Education during Summer 2012 semester.

Full Time Instructors

Feldon, Fred Johnson, Daniel Lee, Lisa Leighton, Kenneth Lockwood, Frederick Marcus, Ted Secord, Debra Shelley, Karen Taylor, Margaret Warner, Michael Warwick, Randall Wild, Michelle

Part Time Instructors

Amito'elau, Sylvia Aubry, Michael Baily, Jennifer Baitoo, Hilda Barnes, Ralph Basford, Sean Behr, George Boehler, Connie Brock, Marilyn Bund, Stefan Candelaria, Patricia Carlucci, Michael Caterina, Amy Chow, Brian Cratty, William Curtis, Michael DeVoe, Todd DeWitt, Stanely Diaz-Brown, William Dietrich, Phillip Doyle, John Eber, Lorie Everett, Michael Freeman, William Forbes, Junko Gill, Tina

Go, Marianne Godfrey, Donald Gutierrez, Pedro Hart, John Henry, Charles Hogan, Mikel Irvin, Teresa Isbell, Donald Jereb, Claudia Johnson, Daniel Jones, Nancy Kabaji, Noha Kerwin, William Khan, Mahbubur Letterman, Bryce Long, Barbara Lopez, Ellen Lui, Edward Maharaj, Peter Mann, Claire Matar, Fadi McLucas, Karen McManus, Paul Menzing, Todd Messina, John Morin, Linda Najera, Michael Ondracek, Theodore Ostrowski, Kenneth Parent, Nancy Quast, Gerald Richter, Otto Rogoff, Meri Ruppert, Kelly Sampson, Kevin Schindelbeck, Judy Talmage, Dorrie Terry, Brenda Terry, Ladd Villalobos, Jose Wahba, Remon Walker, Heather Waller, Ellis Walling, Dianne Wegter, Rachel Windsor, Adrian Worden, Mark

DISTRICT

<u>INTERNATIONAL S</u>	<u>TUDENT PROGRA</u>	<u>MS-DISTRIC</u>	<u>r WiDE</u>
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Name	Start Date	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Satow, Jingfang	07/01/12	06/30/13	EXH	\$29.46

GOLDEN WEST COLLEGE

SUMMER ACADEMIC	<u>ADVISEMENT</u>			
<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Chovan, Maria	06/01/12	06/30/12	SMM	\$97.88
Dumont, Stephanie	06/01/12	06/30/12	SMM	\$94.55
Hinton, Karen	06/01/12	06/30/12	SMM	\$97.88
Nguyen, Jimmy	06/01/12	06/30/12	SMM	\$72.95

Nguyen, Tri	06/01/12	06/30/12	SMM	\$104.53
Olson, Tarin	06/01/12	06/30/12	SMM	\$104.53
Valenzuela, Yvonne	06/01/12	06/30/12	SMM	\$90.28
York, Linda	06/01/12	06/30/12	SMM	\$104.53

ORANGE COAST COLLEGE

WORLD DANCE CONCERT CHOREOGRAPHER

<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Costas, Jose	05/17/12	05/20/12	EXM	\$43.55

The following Academic Senate Presidents conducting Academic Senate and District responsibilities, during the period 06/01/12 to 08/26/12, to be paid 1/1000th of their annual salary based on the CFE/AFT Local 1911, Faculty Unit salary schedule, not to exceed 48 hours per campus.

<u>Name</u>	Campus	Hours
Carr, Gregg	GWC	32
Gutierrez, Pedro	CCC	32
Lavarini, Theresa	GWC	16
Lovig, Margaret	CCC	16
Marcina, Vesna	occ	48

2. Substitute Faculty

Full time Faculty Substitutes

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

Golden West College

Wilkinson, Ronald

Part time Faculty Substitutes

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2011-12 academic year.

Coastline College

Crowley, Debra

Golden West College

Yingst, Sylvia

Orange Coast College

Goerrissen, Jan Hoffman, Jack Martin, Lawrence Oscar McFarr, Justin Wolfson, Sandra Fene

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. Salary placement may be revised upon presentation of evidence of additional education and/or experience:

ᆫ	acuity

<u>Name</u>	<u>LOC</u>	<u>Title</u>	Start Date	Plcmt
Goerrissen, Jan	OCC	Instructor Biological Sciences	08/27/12	A-V-07+DOC

Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/11/12-08/11/12

Faculty

Name Wkly/Hrs
Nguyen, Ailene 10.10

Golden West College

For the period 06/11/12-08/11/12

<u>Faculty</u>

Name Wkly/Hrs Hersh, Thomas 6.75

Orange Coast College

For the period 06/11/12-08/11/12

Faculty	
Name	Wkly/Hrs
Adan, Amina	20.25
Barnard, Donna	9.00
Barvarz, Parnian	12.00
Bellah, Geoffrey	9.00
Cooper, Barbara	4.50
Costas, Jose	13.50
Cutenese, Charles	3.00
Desurra, Christopher	9.00
Dowling, Thomas	18.00
Evans, Christopher	9.00
Gilbert, Stephen	11.25
Gordon, Lee	9.00
Hall, William	18.00
Kamphuis, Jacqueline	4.50
Knox, John	3.00
Kuo, Daniel	13.50
Maher, Deborah	13.50
Marcina, Vesna	13.50
McCall, Leslie	13.50
Monahan, Georgie	13.50
Neil, Jeanne	7.50
Norling, Marcella	10.12
Ochoa, Marco	3.00
Pettus, Candice	20.25
Raileanu, Lia	
06/01/12-06/30/12	25.20
Reber-Bonhall, Cynthia	4.72
Sachs, Loren	2.58
Smith, Carl	3.00
Smith, Kevin	6.00
Spencer, Steven	3.00
Sugden, James	7.51
Weatherford, Leigh	9.00

4. Part time Faculty

Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/11/12-08/11/12

Name Wkly/Hrs Sakovich, Lauren 6.800

Golden West College

For the period 06/11/12-08/11/12

<u>Name</u>	Wkly/Hrs
Leggitt, Angeli	4.500
07/01/12-08/11/12	
McClain, Sunshine	13.500
06/18/12-07/29/12	
Ruiz, Raul	4.174
06/18/12-08/04/12	
Salazar, Yvonne	0.350
05/30/12-07/27/12	
Simpson, Matthew	4.179
06/18/12-08/04/12	
Snedeker, Marde	8.000
05/30/12-07/27/12	
Valinluck, Michael	15.429
06/18/12-08/05/12	

Orange Coast College

For the period 06/11/12-08/11/12

<u>Name</u>	Wkly/Hrs
Gonzalez, Julian	0.915
Raskin, Debra	1.688
Reynolds, Michael	0.915
Rocha Milatovic, Giselle	2.250
Thornton, Michael	0.915

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.

New Hire Name Sutliff, Michael	LOC	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy</u> #
	OCC	Dean of Kinesiology and Athletics	07/01/12	D-32-05	7-O-12
<u>Promotion</u> <u>Name</u> Niroumand, Madjic	<u>LOC</u>		<u>Start Dt</u> 05/17/12	<u>Plcmt</u> D-32-05	<u>Vacancy #</u> 6-O-12

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:

<u>Promotion</u> <u>Name</u> Castellanos-Gaona, Susanna	<u>LOC</u> GWC	<u>Title</u> Admin Assistant to the VP	Start Dt 05/25/1 2	<u>Plcmt</u> E-55-01	<u>Vacancy #</u> G-010-12
<u>Voluntary Transfer</u> <u>Name</u> Pok-Bruno, Thida	LOC GWC	<u>Title</u> Secretary, Sr	Start Dt 05/17/1 2	<u>Plcmt</u> E-45-05	

8. Reclassification and Reorganization/Reassignment

None.

9. Classified Temporary Assignments

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

A . 12 . . .

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>	
Aguillon, Jessica	OCC	Child Care Ctr	Child Care	Extend from 06/30/12	E-41-02	
		Assist	Develop Spec	to 06/30/13*		
Denunno, Marie	OCC	Accounting	Accounting Assist	Extend from 05/31/12	E-52-05	
		Tech	III	to 08/31/12		
Harris, Heather	occ	Staff Aid	Special	Extend from 06/30/12	E-45-05	
·			Assignment	to 06/30/13*		
Jimenez, Gabriel	OCC	Utility Worker	Maintenance &	Extend from 06/30/12	E-45-05	
·		•	Operations Lead	to 06/30/13*		
Jordan, Judith	OCC	Child Care Ctr	Child Care	Extend from 06/30/12	E-41-02	
		Assist	Develop Spec	to 06/30/13*		
Kuehner, Karen	GWC	Staff Asst	Staff Asst, Sr	Extend from 05/31/12	E-54-05	
				to 06/30/12		
Maciel, Anthony	GWC	Sr Dir, College	Admin Dir of	Extend from 05/31/12	G-32-07	
		Inform Tech	Inform Tech	to 06/30/12		
Salgado, Arturo	OCC	Utility Worker	Custod/Grounds	Extend from 06/30/12	G-12-06	
			Maint Superv	to 06/30/13*		
Samples, Jerrie	OCC	Chlid Care	Child Care	Extend from 06/30/12	E-41-02	
		Assist	Develop Spec	to 06/30/13*		
Schulte, Rita	OCC	Acct Fiscal	Special	Extend from 05/31/12	E-52-05	
		Speialist	Assignment	to 08/31/12		
Spiratos, Jerry	GWC	Inform Sys	App Project	Extend from 05/31/12	E-69-02	
•		Tech II	Coordinator	to 06/30/12		
Swingle, Dejah	DIST	CTE Cmty	Edu & Grant Serv	Extend from 05/31/12	E-64-04	
		Coll Coord	Coordinator	to 08/31/12		
Wakim, Anis	OCC	Inst Food Serv	Instr Food Serv	Extend from 05/31/12	G-09-07	
		Coord	Manager	to 08/31/12		
*On call, as needed.						

10. Short Term Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Bui, Kimberly	CCC	07/01/12	09/30/12	120182-856601	M,T,W,TH,F
Castorena, Eunice	OCC	07/01/12	06/30/13	812035-281201	M,TH,F
Dec, David*	CCC	04/30/12	06/30/12	124081-851261	M,T,W,TH,F
Dinh, Hien	OCC	07/01/12	06/30/13	110001-249200	M,T,W,TH,F
Gutierrez, Josefina*	CCC	05/01/12	06/30/12	124077-851254	M,T,W,TH,F
Gutierrez, Katelyn	OCC	07/01/12	06/30/13	110001-249200	M,T,W,TH,F
Legaspi, Jodie	OCC	07/01/12	06/30/13	110001-249200	M,T,W,TH,F
Lighter, Laura	OCC	07/01/12	06/30/13	110001-249200	M,T,W,TH,F
Ly, Vivian	OCC	07/01/12	06/30/13	110001-249200	M,T,W,TH,F
Nguyen, Thu	occ	07/01/12	06/30/13	110001-249200	M,T,W,TH,F

*Justification: WEX (Work Experience) Program for the One-Stop Center

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

<u>LOC</u>	<u>Start Date</u>	End Date	<u>Funding Source</u>	Days to Work
occ	07/01/12	06/30/13	812035-247705	M,T,W,TH,F
CCC	07/01/12	06/30/13	110001-801301	M,T,W,TH,F
CCC	07/01/12	09/30/12	120182-856601	M,T,W,TH,F
CCC	07/01/12	09/30/12	120182-856601	M,T,W,TH,F
OCC	05/17/12	06/09/12	127057-245500	M,T,W,TH,F
	000 000 000 000	OCC 07/01/12 CCC 07/01/12 CCC 07/01/12 CCC 07/01/12	OCC 07/01/12 06/30/13 CCC 07/01/12 06/30/13 CCC 07/01/12 09/30/12 CCC 07/01/12 09/30/12	OCC 07/01/12 06/30/13 812035-247705 CCC 07/01/12 06/30/13 110001-801301 CCC 07/01/12 09/30/12 120182-856601 CCC 07/01/12 09/30/12 120182-856601

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Saracini, Laura	occ	07/01/12	06/30/13	812035-281201	M,T,W,TH,F
Torres, Eddie	GWC	05/17/12	06/30/12	813015-381401	M,T,W,TH,F
	GWC	07/01/12	07/30/12	813015-381401	M,T,W,TH,F
Yeung, Man	OCC	07/01/12	06/30/13	812035-281201	M.W.F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	Start Date	End Date	Funding Source	Days to Work
Bergesen, Melissa	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Blair, Kimberly	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Dix, Margaret	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F

Florida, Giancarlo	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Freeman, Danielle	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
,	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Gluskina, Larisa	GWC	07/01/12	06/30/13	110001-311102	M,T,W,TH,F
Hardy, Shannon	GWC	07/01/12	06/30/13	813005-347502	M,T,W,TH,F
Jorth, David	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
•	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Klembith, Megan	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
. •	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Montero, Elizabeth	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
·	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Oliveira, Kevin	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
•	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Pickford, Garrett	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
•	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Roy, Brooke	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
•	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Roy, Tahnei	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Sanchez, Zachary	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
,,	GWC	07/01/12	06/30/13	813001-317102	M,T,W,TH,F
Voytilla, Rebecca	GWC	06/01/12	06/30/12	813001-317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001-317102	M.T.W.TH.F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	Start Date	End Date	Funding Source	Days to Work
Garcia, Mariano	GWC	04/02/12	06/30/12	110001-385201	M,T,W,TH,F
Preciado, Anna	CCC	EXTEND	06/14/12	110001-849130	M,T,W,TH,F
Shore, Lisa	CCC	06/19/12	07/22/12	124007-856104	M.T.W.TH.F

11. Substitute Classified

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

Orange Coast College Aguillon, Jessica Caldera, Zulennie Jordan, Judith Smith, Seguoia

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

None.

14. Student Workers

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per

semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

<u>District</u> Tran, Mai Anh

Golden West College Escalera-Serna, Fernando Lendrum, Dale

				·	

Special Meeting

Board of Trustees Coast Community College District

Board Conference Room

4:00 p.m.

Wednesday, May 23, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 23, 2012 in the Board Conference Room at the District Office.

1. Call to Order

Board President Moreno called the meeting to order at 4:00 p.m.

2. Roll Call

Trustees Present:

Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson,

David Grant and Student Trustee Joe Venegas III

Trustees Absent:

None

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Approve Non-Standard Agreement Between Southern California Gas Company and the Coast Community College District for the Purpose of Installing a Gas Line and Meter at the Coastline Community College Newport Beach Learning Center

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Non-Standard Agreement between Southern California Gas Company and the Coast Community College District for this project. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Impact: \$0 (Installation costs were prepaid during permitting phase)

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas III

No:

None

Absent: None

5. Adjournment

There being no further business, on a motion by Mr. Moreno and seconded by Dr. Prinsky, the meeting was adjourned at 4:04 p.m. in memory of South Orange County Community College District Trustee Thomas Fuentes.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and

Mr. Venegas III

No:

None

Absent:

None

Secretary of the Board of Trustees

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

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-31 IQ CERTIFY QUARTERLY DATA

District: (830) COAST

CHANGE THE PERIOD

Fiscal Year: 2011-2012

Quarter Ended: (Q3) Mar 31, 2012

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name:

Andy Dunn

CBO Phone:

714-438-461

Andrew Jones

05/15/2012

CBO Signature:

Date Signed:

Chief Executive Officer Name:

CEO Signature:

Date Signed:

Electronic Cert Date:

District Contact Person

Name:

Daniela Thompson

Title:

Admin Director, Fiscal Affairs

Telephone:

714-438-4654

Fax:

714-438-4874

E-Mail:

dthompson@cccd.edu

California Community Colleges, Chancellor's Office 1102 Q Street Sacramento, California 95814-6511

Send questions to:

Christine Atalig (916)327-5772 cataliq@cccco.edu or Tracy Britten (916)323-6899 tbritten@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

District: (830) COAST

CHANGE THE PERIOD

Fiscal Year: 2011-2012

Quarter Ended: (Q3) Mar 31, 2012

Line	Description	As of June 30 for the fiscal year specified				
	2000//8/10/1	Actual 2008-09	Actual 2009-10	Actual 2010-11	Projected 2011-2012	
Unrestri	cted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,567,016	186,702,880	189,510,650	- – 178,200,00	
A.2	Other Financing Sources (Object 8900)	3,075	17,461	512,511	500,00	
A.3	Tofal Unrestricted Revenue (A.1 + A.2)	190,570,091	186,720,341	190,023,161	178,700,00	
В	Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	191,053,827	185,988,908	178,547,034	180,600,000	
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,020,556	1,819,367	3,884,747	3,260,000	
B.3	Total Unrestricted Expenditures (B.1 + B.2)	193,074,383	187,808,275	182,431,781	183,860,000	
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-2,504,292	-1,087,934	7,591,380	-5,160,000	
D	Fund Balance, Beginning	23,601,080	21,096,788	19,698,262	27,289,190	
D.1	Prior Year Adjustments + (-)	0	-310,592	-452		
D.2	Adjusted Fund Balance, Beginning (D + D.1)	23,601,080	20,786,196	19,697,810	27,289,190	
E	Fund Balance, Ending (C. + D.2)	21,096,788	19,698,262	27,289,190	22,129,190	
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.9%	10.5%	15%	12%	
Annualiz	ed Attendance FTES:			<u> </u>		
 G.1	Annualized FTES (excluding apprentice and non-resident)	37,299	36,103	35,186	32,610	

III. Total General Fund Cash Balance (Unrestricted and Restricted)

Cash, excluding borrowed funds

As of the specified quarter ended for each fiscal year 2008-09 2009-10 2010-11 2011-2012 16,385,731 15,656,501 13,909,470

https://misweb.cccco.edu/cc311Q/view.aspx

II.

	H 2		Cash, borrowed funds only	}	.1	1	1	
- 1	11.2	_		I	0	0	o	
- 1	L) A		Total Cash (H.1+ H.2)			· 		
Ŀ	H.3		7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	26,034,362	16,385,731	15,656,501	13,909,470	
				L			, , , , , , ,	

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<u> </u>	Revenues:				
l.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	178,159,368	178,159,368	117,412,399	65.9%
1.2	Other Financing Sources (Object 8900)	500,000	500,000	375,000	75%
1.3	Total Unrestricted Revenue (I.1 + I.2)	178,659,368	178,659,368	117,787,399	65.9%
J <u>.</u>	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	178,921,881	180,602,507	122,599,154	67.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,257,276	3,262,252	3,292,702	100.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	182,179,157	183,864,759	125,891,856	68.5%
ζ. 	Revenues Over(Under) Expenditures (I.3 - J.3)	-3,519,789	-5,205,391	-8,104,457	
	Adjusted Fund Balance, Beginning	27,289,190	27,289,190	27,289,190	
1	Fund Balance, Ending (C. + L.2)	23,769,401	22,083,799	19,184,733	
1	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	13%	12%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled	Manage		,		<i>i years covered.,</i> ademic	<u> </u>	Class	ified
(Specify) YYYY-YY			Permai	nent	Tempo	rary	01033	mea
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	%*	Total Cost Increase	g/ ±
. SALARIES:					 	,,,	 	<u></u> %*
Year 1:		·				 .	-	
Year 2:								
Year 3:					 		<u>-</u>	
. BENEFITS:						 -		
								·

	Year 1:	į
ĺ	Year 2:	
	Year 3:	_
	* As execution in Collective D-	

As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII.Does the district have significant fiscal problems that must be addressed?

This year?

NO

Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The District anticipates an additional \$7 million in new expense obligations emerging in the 2012-2013 FY. Further, the Governor's January budget proposal included an assumption that new taxes will be approved in November 2012. The District has constructed a "Rainy Day" Fund in the event the taxes are not approved and a mid-year cut of \$8.2 million emerges. This represents a one-time solution allowing the District to carefully consider structural budget solutions that will be acquired in the 2013-2014 FY. This cut along with the expenses noted earlier result in a budgetary problem of approximately \$15 million emerging in the 2013-2014 FY. The District Budget Advisory Committee will address the problem during budget

Coast Community College District Financial Status Report Third Quarterly Report Fiscal Year 2011-2012

Object	Description	Beginning <u>Balance</u>	Year-to-Date Transactions	Ending <u>Balance</u>
9110 9120 9125 9130 9150 9160/9169 9170 9220 9230	CASH IN COUNTY TREASURY CASH IN BANKS CASH COLLECTN AWAITG DEPOSIT REVOLVING CASH FUND INVESTMENTS ACCOUNTS RECEIVABLE DUE FROM OTHER FUNDS PREPAID EXPENSES PREPAID EXPENSE/MID-MONTH	16,941,631 789,336 505,703 241,141 79 23,650,670 540,356 415,877	-3,032,161 -506,687 -504,351 8,611 0 -17,665,026 -490,356 -415,877 752,607	13,909,470 282,649 1,352 249,752 79 5,985,644 50,000 0 752,607
	Total Assets	43,084,793	-21,853,238	21,231,555
<u>Object</u>	Description	Beginning <u>Balance</u>	Year-to-Date <u>Transactions</u>	Ending <u>Balance</u>
9510 9511 9514 9519 9520 9540 9550 9552 9555 9571	ACCOUNTS PAYABLE MISC ACCRUALS YR-END ACCRUED PAYROLL PAYABLES ACCTS PAYABLE ACCRUALS DUE TO OTHER FUNDS DEFERRED INCOME SUMMER PAY WITHHELD CALIF USE TAX PAYABLE CA NON-RESIDENT WH PAYABLE ACCRUED VACATION	923,939 6,369,234 156,362 10,354 1,646,677 5,920,638 25,443 1,499 0	-622,277 -6,365,036 -156,362 48,872 -1,646,677 -5,920,203 -5,722 1,013 0 0	301,662 4,198 0 59,226 0 435 19,721 2,512 0
	Total Liabilities	15,795,603	-14,666,391	1,129,212

Object	Description	Beginning <u>Balance</u>	Year-to-Date <u>Transactions</u>	Ending <u>Balance</u>
9711 9712 9713 9714	NON-DESIGNATED FUND BALANCE YEAR END APPROPRIATIONS ACCOUNTS RECEIVABLE ADJUSTMTS ACCOUNTS PAYABLE ADJUSTMENTS	27,289,190 0 0 0	0 0 0 0	27,289,190 0 0 0
		27,289,190	0	27,289,190
9910 9918 9919	Fund Balance as of July 1, 2011 Plus Total Revenues Less Total Expenditures Plus Suspense Clearing Less Suspense A Payroll Less Suspense B Payroll Fund Balance as of March 31, 2012			27,289,190 134,483,257 141,682,310 12,205 0 0 20,102,343

. . ()

<u>Object</u>	Description	Adjusted <u>Budget</u>	<u>Actual</u>
8120 8130 8140 8170 8199 Sub Total 8612 8619 8622 8623 8624 8625 8629 8659 8672 8681 8682 8682	HIGHER EDUCATION ACT WORKFORCE INVESTMENT ACT TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES VOC&APPLIED TECH EDUCATION ACT OTHER FEDERAL REVENUE 8100 FEDERAL REVENUE STATE GENERAL APPORTIONMENT OTHER GENERAL APPORTIONMENTS EXTENDED OPPORTUNITY PROG &SVS DISABLED STUDENTS PROGRAMS&SVS CALWORKS TELE TECH INFRASTRUCTURE PROG TTIP OTHER CATEGORICAL APPORTIONMT OTHER CATEGORICAL PROGRAMS HOMEOWNERS PROPERTY TAX RELIEF STATE LOTTERY PROCEEDS STATE MANDATED COSTS OTHER STATE INCOME	2,186,840 5,826,135 123,569 1,626,718 581,784 10,345,046 55,800,000 927,184 1,920,023 1,743,081 399,438 35,088 8,549,549 387,956 700,000 4,919,101 0	968,923 2,063,226 93,912 449,598 56,218 3,631,877 32,474,987 730,735 1,459,217 1,324,742 303,573 35,088 5,037,771 69,910 361,307 1,859,938 4,609
Sub Total	8600 STATE REVENUE	-6,000 75,375,420	1,953 43,663,831
8811 8812 8813 8816 8817 8818 8831 8840 8850 8861 8871	DISTRICT TAXES - SECURED ROLL DISTRICT TAXES-SUPPLEMNTL ROLL DISTRICT TAXES-UNSECURED ROLL DISTRICT TAXES-PRIOR YEAR EDU REVENUE AUGUMENTATION FUND REDEVELOPMENT PROPERTY TAXES CONTRACT INSTRUCTION SALES RENTALS INTEREST & INVESTMENT INCOME CHILD DEVELOPMENT SERVICES ENROLLMENT FEES	78,900,000 1,000,000 3,000,000 4,000,000 0 400,000 30,000 100,000 2,294,500 250,000 480,000 16,200,000	49,152,843 513,811 2,835,778 1,838,522 -1,215,545 482,625 4,073,191 45,316 1,789,198 122,443 318,652 13,597,331

			Adjusted	
Object	<u>Description</u>		Budget	Actual
8876	HEALTH FEES		1,780,887	2,118,526
8877	INSTRUCT MATERIAL FI	EES	745,606	487,518
8879	STUDENT RECORDS		200,000	182,197
8880	NON RESIDENT TUITION	1	7,585,000	•
8881	PARKING FEES		· -	6,964,792
8889	OTHER STUDENT FEES		1,846,452	1,402,982
8892	TELECOURSE REVENUE		41,000	386,798
8893	· · · · · ·		400,000	0
+ -	PARKING FINES		692,684	464,414
8899	OTHER LOCAL INCOME		2,224,675	1,251,156
Sub Total	8800	LOCAL REVENUE	122,170,804	86,812,550
8912	SURPLUS PROPERTY SA	LES	500,000	275.000
8914	GAIN ON SALE OF ASSEST		•	375,000
8981	INTERFUND TRANSFERS		0	0
Sub Total	8900	OTHER FINANCING SOURCES		. 0
Sub Total	6700	OTHER PHANCING SOURCES	500,000	375,000
		TOTAL REVENUE	208,391,270	134,483,257

Object	<u>Description</u>	Adjusted <u>Budget</u>	<u>Actual</u>
1100 1200 1300 1400 Sub Total	INSTRUCTORS REG CONTRACT NON-INSTRUCTNL REG CONTRACT INSTRUCTORS HOURLY NON-INSTRUCTNL HOURLY 1000 CERTIFICATED SALARIES	34,525,872 13,834,933 21,672,841 2,670,202 72,703,848	26,385,687 10,218,665 14,348,875 1,633,779 52,587,006
2100 2200 2300 2400 Sub Total	NON-INSTR CLASSIF REG CONTRACT INSTR CLASSIF REG CONTRACT NON-INSTRUCTIONAL, HOURLY INSTRUCTIONAL HOURLY 2000 CLASSIFIED SALARIES	42,779,852 3,231,473 4,598,626 963,025 51,572,976	26,979,335 2,176,201 3,337,749 879,558 33,372,843
3000 3100 3200 3300 3400 3500 3600 3700 3900	EMPLOYEE BENEFITS STRS-STATE TEACHERS RETIREMENT PERS-PUBLIC EMPLOYEES RETIREMENT OASDI-OLD AGE/SURVIVORS/DISABILTY INS HEALTH & WELFARE BENEFITS STATE UNEMPLOYMENT INS WORKERS COMPENSATION INS LOCAL RETIREMENT SYSTEM OTHER BENEFITS	3,258,173 3,684,434 5,116,877 4,238,457 18,687,228 1,499,745 1,585,566 11,368,400	0 3,266,278 3,598,698 3,208,286 15,151,098 831,801 1,552,532 6,821,040
Sub Total	3000 STAFF BENEFITS	49,438,880	34,429,734

Object		<u>Description</u>	Adjusted <u>Budget</u>	Actual
4200	OTHER E	BOOKS	21.122	• • • • • • • • • • • • • • • • • • •
4300	INSTRUCTINL SUPPLIES		21,438	8,330
4400		UPPLIES	5,007,267	1,513,282
4600	FUEL, O	L & REPAIR PARTS	45,021	17,661
4900		SUPPLIES	403,877	230,783
Sub Total	4000	BOOKS, SUPPLIES & MATERIALS	0	0
		200kb, 6011 Lies & MATERIALS	5,477,602	1,770,057
5000	INDIREC	T EXPENSE CHARGEBACK		· · · · · · · · · · · · · · · · · · ·
5100		AL AND CONSULTANT SERVICES	357,400	48,922
5200		AND CONFERENCES	451,000	297,689
5300		ID MEMBERSHIP	705,632	240,356
5400	INSURAI		377,326	282,658
5500	UTILITIE		1,537,851	1,384,211
5600			4,997,529	3,186,199
5700 5700		BASES AND REPAIRS	7,373,731	4,474,307
5800	LEGAL, I	ELECTION AND AUDIT EXPENSES	1,528,283	1,295,711
5900 5900	OTHER	PERATING EXPENSES AND SERVICES	7,233,928	3,113,875
	OTHER		1,740,185	6,930
Sub Total	5000	CONTRACT SERVICES, OPERATING EXPENSES	26,302,865	14,330,858
6100	SITE IMP	ROVEMENTS		
6200		G IMPROVEMENTS	22,000	0
6300	BOOKS (1		33,562	9,733
6400		ENT AND LEASE PURCHASE	86,806	83,743
Sub Total	6000		3,666,549	1,161,966
Sub I Qual	0000	CAPITAL OUTLAY	3,808,917	1,255,441
7300	INTERFU	ND TRANSFER OUT	2 224 275	
7500		FINANCIAL AID	3,284,376	3,213,238
7600	OTHER PAYMENTS TO OR FOR STUDENTS		96,102	101,380
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)		911,095	621,753
Sub Total	7000	OTHER OUTGO & RESERVES	22,083,799	0
	, 000	O THE COLOU & RESERVES	26,375,372	3,936,371
		TOTAL EXPENDITURES	235,680,460	141 602 210
				141,682,310

Awards and Accolades 2011-2012

DISTRICT OFFICE

TRUSTEE LORRAINE PRINSKY, Ph.D. RECEIVED the 2012 RANKIN AWARD from the National Women's Political Caucus of California.

TRUSTEES JIM MORENO AND LORRAINE PRINSKY ACCEPTED the 2012 Award for Environmental Excellence from the Orange County League of Conservation Voters.

THE 2012 DISTRICT-SITE MANAGER OF THE YEAR WAS DONNA Waldfogel, Coast Community College District's Administrative Director of Human Resources.

THE 2012 DISTRICT-SITE EMPLOYEE OF THE YEAR WAS NANCY HILL, Executive Assistant to the Vice Chancellor of Human Resources.

GRANTS AWARDED

Coast Community College District was awarded concurrent funding of \$400,000 in Round 4 and **\$411,350** in Round 5 for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "Career Technical Education Community Collaborative." The Coast Community College District is the lead administrative partner for this CTE Community Collaborative project. The key community college participants include Coastline Community College, Cypress College, Fullerton College, Golden West College, NOCCCD School of Continuing Education, Orange Coast College, Saddleback College, and Santa Ana College. Additional partners in the regional collaborative and the Career Pathways programs include business and industry representatives, county ROP's, the Orange County Workforce Investment Board along with secondary education specialists from middle and high schools which include Garden Grove, Huntington Beach, Newport-Mesa, as well as other local Orange County school Districts. The role of CCCD will be to lead efforts to work to foster a meaningful educational process among these entities while completing project ranging from promoting career development in and building relationships with regional middle schools, fostering CTE articulation between high schools/ROP's and community colleges, strengthening and building comprehensive career pathways in specific industry sectors, and the introduction of professional development programs and opportunities designed to strengthen the skills of all CTE faculty and instructors associated with this CTE-Community Collaborative program.

Coast Community College District was awarded \$130,000 in funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education (CTE) Initiative (SB70/SB1133) grant titled "SB70/SB1133 – CTE Community Collaborative Supplemental." The Coast Community College District proposed to deepen and expand its digital media arts pathway by introducing projects in 3-D medical animation and illustration. This grant will work with Coastline College, Golden West College, and Orange Coast College Digital Media Arts (DMA) programs to: (1) create teams of secondary and post-secondary DMA

instructors combined with secondary and post-secondary STEM instructors; (2) produce secondary and post-secondary level medical animation/illustration lessons and infuse them into DMA and STEM curriculums; (3) Upgrade ROP and high school DMA curriculum and expand articulation with community college DMA courses; (4) Infuse real-world examples and experiences into the lessons created through direct industry consultation, externships, and student work-based learning; (5) expand student knowledge in applied STEM concepts while exposing students to new job prospects within a growing and dynamic field; and (6) share developed lessons and products regionally and statewide.

Coast Community College District is the fiscal agent for the California Community Colleges Chancellor's Office SB70/SB1133 grant titled "SB70/SB1133 Statewide Evaluation" for \$1,700,000. The District Office in collaboration with WestEd developed a System-wide evaluation of the Career Technical Education/Economic and Workforce Development Pathways initiatives and a data matching project. The goal is to provide an in-depth review of how funded programs are working at the local level, their ongoing achievement of objectives and activities, and outcomes, and then inform interested stakeholders and policy makers of what is working, what areas need improvement, and recommend future funding needs. WestEd, through a subgrantee agreement with the District Office, will evaluate the impact of the SB70 initiative and those Career Technical Education/Economic and Workforce Development pathway grants funded through this initiative.

COASTLINE COMMUNITY COLLEGE

NOTABLE EVENTS

THE STUDENT SUCCESS CENTER hosted a variety of workshops throughout the 2011-2012 school year, including ones focused on Inequalities, Avoiding Sentence Errors, True Colors, Fractions, Factoring Polynomials, and Factoring.

AN ESL SUMMER PROGRAM was hosted by Coastline and Cal State University Long Beach on July 3, 2011. Twenty-five students and two chaperones from Guangzhou Xiang Jiang High School participated.

A SUMMER TECHNOLOGY INSTITUTE for faculty and staff was held in July 2011, which was hosted by Coastline and designed to help them implement new technology in their classes.

A "Business Computing/CIS Certificate Seminar" was held at Coastline's Garden Grove Center on Wednesday, July 27, 2011.

"SO YOU WANT TO BE A NERD?" a special event held at Coastline focused on careers in digital media and gaming, attracted nearly 200 attendees on August 5, 2011.

A VIETNAMESE LANGUAGE INSTRUCTORS CONFERENCE was hosted by Coastline and Senator Lou Correa's Office in August 12-14, 2011. The conference focused on improving instructional methods for teaching Vietnamese.

"VISUAL INTEGRITY", a Mixed Media Exhibition was held at the Coastline Art Gallery September 8 – October 8, 2011. The show featured artists including Caesar Alzate Jr, Jennifer Reifsneider, Shiva Aliabadi, Janet Adams, Chris Sullivan, Carolyn Machado, Anne Christensen, Laurie Hassold, Thinh Nguyen, Jeff Gillette, and David Jang.

THE FALL ALL-COLLEGE MEETING took place at the Le-Jao Center in Westminster on September 9, 2011.

AN OPENING RECEPTION for "Visual Integrity" took place on September 10, 2011, at the Coastline Art Gallery.

GRADEMARK FACULTY WORKSHOPS were held for Coastline faculty at various college sites September 12-15, 2011, to teach them to evaluate, mark, and grade student papers online.

EOPS AND CARE HOSTED A TOY DRIVE, October 10-November 11, 2011, to benefit the families of Coastline EOPS and CARE students.

A UNIVERSITY TRANSFER EVENT was hosted at the Garden Grove Center on October 10, 2011. Several representatives from colleges and universities attended to speak with Coastline students who were interested in transferring.

"CSU APPLICATION WORKSHOP" was hosted by Coastline's EOPS department on October 12, 2011.

SPECIAL PROGRAMS hosted a Goodwill Donation Drive to benefit their students on October 15, 2011.

COASTLINE CLASSIFIED SENATE HOSTED A FUNDRAISER on October 15, 2011 at Rubio's in Fountain Valley. The restaurant donated 20% of their sales to Classified Senate.

"TRANSITION: FIGURE", an art show, was held at the Coastline Art Gallery from October 20 – November 19, 2011.

AN OPENING RECEPTION FOR "TRANSITION: FIGURE", an art show at the Coastline Art Gallery, was held on October 21, 2011.

THE BUSINESS EDUCATION STATEWIDE ADVISORY COMMITTEE (BESAC), led by committee board members Steven Whitson (Coastline Accounting faculty) and Rick Lockwood (Coastline Business faculty), hosted a business workshop called "Connections Count: A Discussion on Trends in Business Education" on October 21, 2011.

THE IRANIAN-AMERICAN WOMEN'S LEADERSHIP CONFERENCE was hosted by the Coastline Foundation on October 23, 2011. Nearly 700 people attended the event, including actress Shohreh Aghdashloo.

"STUDY SKILLS FOR TEENS" was hosted on October 28, 2011, at the Le-Jao Center and facilitated by Coastline's Counselors.

"DEGREE AND GOAL ATTAINMENT" was hosted by the college's EOPS department on October 28, 2011.

"LIBRARY WORKSHOP" was hosted by the college's EOPS department on November 2, 2011.

"FILLING OUT THE UC APPLICATION", a workshop hosted by the college's EOPS department, took place on November 7, 2011.

A HOLIDAY ART SALE took place at the Coastline Art Gallery December 1-3, 2011.

THE STAR PROGRAM 10TH ANNIVERSARY CELEBRATION took place on December 2, 2011 at the Westminster Rose Center. STAR is Coastline's accelerated study ("Strategic, Technology-Assisted Results") Program.

THE ANNUAL HOLIDAY CRAFT BOUTIQUE was held in the lobby of Coastline's College Center building on December 8, 2011. More than 20 vendors participated. The event raised more than \$500 for Coastline Classified Senate, to be used for Classified scholarships.

THE ANNUAL EOPS/CARE HOLIDAY PARTY took place at College Center on December 8, 2011. Gifts were donated by Coastline students, faculty and staff members for children of Coastline's EOPS/CARE students. Eighty-nine gifts were collected and distributed.

MATH AND SCIENCE PREP ACADEMIES were hosted January 17-25, 2011, at the Coastline Le-Jao Center.

"PHOTO + PLUS" took place at the Coastline Art Gallery February 9-March 10, 2011. The show featured the works of Laurie Brown, Jerry Burchfield, Jeffrey Crussell, Gina Genis, Robert Heinecken, Janice Lowry, Douglas McCulloh, and Clifton Meador.

AN OPENING RECEPTION for the "Photo + Plus" art show was held at the Coastline Art Gallery on February 10, 2011.

THE SPRING 2012 ALL-COLLEGE MEETING was held at Coastline's Le-Jao Center on February 10, 2012.

CLASSIFIED SENATE hosted a Valentine Grams fundraiser on February 14, 2012, that raised more than \$400 for Classified scholarships.

COASTLINE HOSTED THE NATIONAL E-LEARNING CONFERENCE, in cooperation with the Instructional Technology Council, from February 18-21, 2011, in Long Beach, Ca.

THE LATINO YOUTH LEADERSHIP CONFERENCE was held at the Le-Jao Center on March 2, 2012.

COASTLINE'S VETERANS RESOURCE CENTER opened its doors with a special grand opening celebration on March 9, 2012. The ceremony was attended by a number of Veteran groups, as well as special guests Assemblyman Allan Mansoor and CA Secretary of Veterans Affairs. MG Peter J. Gravett.

COFFEE WITH A VETERAN, a special speaker series at the Coastline Veterans Center, took place March 12-15, 2011.

THE VISIONARY OF THE YEAR AWARDS ceremony and business luncheon took place on

March 23, 2012, and featured speakers Susan Samueli, Wing Lam, and Shaheen Sadeghi. Visionary honorees for 2012 included: AT&T, Rainbow Environmental Services, Sothern California Edison, Southern California Gas Company, Union Bank, and Wells Fargo.

THE ABI WALK FOR BRAIN INJURY AWARENESS took place on March 24, 2012 at Huntington Central Park. More than \$16,000 was raised to benefit students in Coastline's ABI Program.

A MILITARY SITE REPS CONFERENCE was hosted by Coastline's Military Department and hosted at Costa Mesa's Hotel Hanford, April 16-18, 2012.

Classified Senate hosted a CLASSIFIED PROFESSIONAL DEVELOPMENT WORKSHOP on April 20, 2011, at the Garden Grove Center.

SCHOLARSHIP NIGHT was held at the Costa Mesa Neighborhood Community Center on April 26, 2012.

THE EOPS AWARDS BREAKFAST took place on May 11, 2012 at the Mile Square Park Banquet Center. The event recognizes the outstanding efforts of student struggles in achieving success for those completing degree requirements and winning competitive scholarships.

A DANCE TO BENEFIT SPECIAL PROGRAMS took place on May 11, 2012.

COMMENCEMENT 2012 took place on May 12, 2012, in the auditorium of Garden Grove High School.

THE ACADEMIC SENATE SPRING INSTALLATION LUNCHEON took place on May 15, 2012 at the Coastline Art Gallery.

THE ABI ICE CREAM SOCIAL AND AWARDS CEREMONY took place on May 23, 2012 at Coastline's Costa Mesa Center.

AN ANNUAL STUDENT DANCE PERFORMANCE took place on May 27, 2012 at OCC's Robert B. Moore Theater and featured the efforts of Coastline's dance students.

STUDY ABROAD 2012 took place from May 30-June 29, 2012. The program, titled "Splendors of Florentine Art", took approximately 30 students to Florence, Italy.

"HOW TO LAND A CAREER IN DIGITAL MEDIA: TIPS FOR ASPIRING ARTISTS", a special workshop hosted by Coastline's DGA and CST/CIS Departments, took place on June 1, 2012 at the Garden Grove Center. Speakers included industry experts Frank Gladstone and Jeff Clendenning.

STUDENT ACHIEVEMENTS

CHELSEA CAGUIOA was a student speaker at the 2012 EOPS AWARDS BANQUET.

MICHELE PLUSS contributed to the Coastline website as a STUDENT BLOGGER for 2011-2012.

TAREZ HENDERSON, LIZ ABDUL NOUR, JUAN VALENZUELA, and LUCIAN OPREA served on the ASG EXECUTIVE BOARD for 2011-2012. Other ASG members and campus/area representatives included GRACIELA ENNIS, JESUS BECERRA, and KRISTIN ACREE.

TAREZ HENDERSON represented Coastline's Class of 2012 with an encouraging speech before the introduction of the graduates at the 2012 COMMNENCEMENT CEREMONY on May 12, 2012.

COASTLINE'S CLASS OF 2012 was comprised of 1864 graduates who had completed the required courses for the Associate in Arts degree and/or the Certificate of Achievement.

COASTLINE'S MILITARY PROGRAM GRADUATES for 2012 included eleven hundred and sixty seven (1167) students receiving the Associate in Arts degree.

209 STUDENTS GRADUATED WITH HONORS within Coastline's class of 2012.

19 students graduated in spring 2012 from the college's Acquired Brain Injury Program.

217 STUDENTS WERE BESTOWED SCHOLARSHIPS at the annual Scholarship Night ceremony held on April 26, 2012. These scholarships totaled more than \$74,745.

FACULTY/STAFF ACHIEVEMENTS

CHRISTINE LEON was named the Dean of Counseling. She was preceded by BILL KERWIN who had served as Interim Dean of Counseling for most of the 2011-2012 school year.

LOIS WILKERSON served as Interim Vice President of Student Services.

CHRISTINE NGUYEN served as Interim Vice President of Administrative Services.

RICHARD KUDLIK served as Interim Director of Fiscal Services.

ANTHONY MACIEL served as Interim Director of IT.

MARY HALVORSON served as Interim Vice President of Instruction. She was preceded by DAN JONES who served in that capacity for most of the 2011-2012 school year.

PAUL VAN AST was hired as Director of Operations for the Orange County One-Stop Centers.

DAVID M. LEE was hired as curator of the Coastline Art Gallery.

THE FOLLOWING CLASSIFIED STAFF MEMBERS were named to lead the college's Classified Senate group for 2011-2012:

Isaiah Aguirre – President
Cristina Arellano – Vice President
Stephani Rogers – Vice President of Fundraising and Special Events
Tran Ha – Vice President of Finance
Ann French – Council Recorder

Coastline Community College's OFFICE OF STUDENT SERVICES was selected by LA-based radio station K-EARTH 101 as the "Office of the Day" on December 8, 2011, a regular contest honoring those Los Angeles or Orange County businesses who are working hard to serve others.

DANIEL PITTAWAY was hired to lead the Coastline Student Success Center.

STEPHEN BARNES was hired as a FT Faculty member in Paralegal Studies.

DAVID DEVINE was hired as a FT Faculty member in Physics/Astronomy.

ASHLEY LOPEZ was hired as a FT Staff Aide in the Coastline Foundation Office.

DIANA AGAG-MAXWELL was hired as a FT Military/Contract Education Technician, Intermediate.

MICHELLE MA was nominated for a 2012 Orange County Business Journal "Women in Business" award.

MARIAM KHOSRAVANI was nominated for a 2012 Orange County Business Journal "Women in Business" award.

DAN JOHNSON was named TEACHER OF THE YEAR for 2011-2012.

SAUNDRA WOODRUFF was bestowed the PT TEACHING EXCELLENCE AWARD for 2011-2012.

SANDRA BASABE was granted tenure in Spring 2012.

KEN LEIGHTON was granted tenure in Spring 2012.

THE FOLLOWING FACULTY MEMBERS WERE GRANTED ACADEMIC RANK in Spring 2012 (as announced at the Spring 2012 Academic Senate Luncheon):

- Janice Duzey Assistant Professor
- Deborah Henry Associate Professor
- Fred Feldon Professor
- Kathy Kahn Assistant Professor
- Stephen Kroll Professor
- Bryce Letterman Associate Professor
- Stephen Whitson Professor

THE FOLLOWING SENATORS WERE INDUCTED at the Spring 2012 Academic Senate Luncheon: Gayle Berggren, Cheryl Chapman, Marilyn Fry, Dan Johnson, Ted Marcus, Christy Nguyen, Jeanne Oelstrom, Celeste Ryan, Michael Warner.

THE FOLLOWING FACULTY MEMBERS WERE NAMED as officers of the 2012 Academic Senate during the Spring 2012 Academic Senate Luncheon:

Pedro Gutiérrez – President

- Rick Lockwood Vice President, Committees
- Michael Warner Vice President, Legislative Issues
- Marilyn Fry Recording Secretary
- Ken Leighton Corresponding Secretary
- Ann Holliday Treasurer

SOHAIR S. ZAKI was awarded the Unsung Hero Award at the Spring 2012 All-College Workshop and Barbeque.

SERGIO BORJA was awarded the Customer Service Award at the Spring 2012 All-College Workshop and Barbeque.

RACHELLE S. LOPEZ was awarded the Special Achievement Award at the Spring 2012 All-College Workshop and Barbeque.

STEPHANIE ROGERS was awarded the Professional Training Award at the Spring 2012 All-College Workshop and Barbeque.

THE OFFICE OF LEARNING AND TECHNOLOGIES, including staff members Sylvia Amito'elau, Mark Worden, and Meg Yanalunas, was awarded the Team Excellence Group award at the Spring 2012 All-College Workshop and Barbeque.

COASTLINE WAS HONORED BY THE OC LEAGUE OF CONSERVATION VOTERS at their annual awards dinner on May 10, 2012, as the recipient of the Award for Environmental Excellence 2012. Coastline was named primarily for the "green" construction of the Newport Beach campus. The award recognizes the college's commitment to sustainable building practices.

COASTLINE RECEIVED APPROVAL FROM THE CCCD BOARD OF TRUSTEES for their newly updated Mission and Vision statements at the Board Meeting on May 2, 2012. The statements were developed by Coastline faculty and staff members, and provide the college with a clear focus.

- · Vision Statement: Creating opportunities for Student Success.
- Mission Statement: Coastline Community College promotes academic excellence and student success for today's global students through accessible, flexible, innovative education that leads to attainment of associate degrees, transfers, certificates, Career and Technical Education; and, basic skills readiness for college.

NINE COASTLINERS ATTENDED COASTLINE'S ANNUAL LEADERSHIP ACADEMY, which was held in March 12-16, 2012, at the Coastline Art Galley. The Academy was led by Dr. Jacquelyn Belcher, President Emeritus of Georgia Perimeter College and owner/operator of Options Unlimited professional development services. Attendees were: Elizabeth Caluag,®Noha Kabaji,®Janell Keough,®Christine Leon,®Diane McCord,®Daniel Pittaway,®Martha Tran-Nguyen,®Meg Yanalunas, and®Sohair Zaki.

COASTLINE'S MILITARY DEPARTMENT was again named as one of the nation's top MILITARY FRIENDLY SCHOOLS for 2012 by G.I. Jobs.

The MARKETING/PR/GRAPHICS DEPARTMENT WON NINE AWARDS at the 2012

Community College Public Relations Organization (CCPRO) conference held in San Jose, California in April 2012.

RICK LOCKWOOD served as the CO-CHAIR of the Business Education Statewide Advisory Committee (BESAC), and well as BEC Project Manager.

ILIANA MARIN served as the PROJECT/GRANT ASSISTANT of the Business Education Statewide Advisory Committee (BESAC).

STEPHEN WHITSON served as CHAIR of the 2012 BESAC CONFERENCE.

VINICIO LOPEZ served as PRESIDENT of the WESTMINSTER CHAMBER of Commerce.

MICHELLE MA served as an officer on the BOARD of the COMMUNITY COLLEGE PUBLIC RELATIONS ORGANIZATION (CCPRO).

SEVERAL COASTLINE FACULTY AND STAFF MEMBERS made presentation at the NATIONAL E-LEARNING CONFERENCE, which was hosted by Coastline in cooperation with the Instructional Technology Council, February 18-21, 2011, in Long Beach, Ca. Presenters included Fred Feldon, Dave Thompson, Gayle Berggren, Dan Johnson, Mahbub Khan, Linda Carpenter, Jennifer Bailly, Katherine Watson, Rachel Wegter, Meg Yanalunas, Sylvia Amito'elau, Debbie Secord, Kelly Ruppert, Bob Nash, and Ken Ostrowski.

"FUTURO," A NEW COLLEGE NEWSLETTER FOR TEENS AND PARENTS was launched in fall 2011 by Coastline's MARKETING, PR, and OUTREACH departments. This newsletter is published twice a year and is available in Spanish or English.

GAYLE BERGGREN led the organization, writing, and editing of Coastline's Accreditation Self-Study Document.

EVELYN BELL and MAI LE from Coastline's One-Stop Centers were recognized by Goodwill of Orange County for their work with the community, including the disabled.

COASTLINE WAS RECOGNIZED as a BEST FOR VETS college during the 2011-2012 year.

GRANTS AWARDED

From the **State Chancellor's Office, California Community Colleges – \$270,000** to fund the Statewide Discipline/Industry Collaborative for Business/CIS Education. Coastline administers a consortium of California community colleges and business and industry partners. Project deliverables for the year aim to benefit the people of the community who study and serve at our colleges and who represent our business collaborators; to benefit education through projects that demonstrate ways to meet the state's high-demand, high-wage, high-skill occupational needs; and to attain the core goal of delivering a world-class workforce

In a related program, Coastline received \$38,000 from the State Chancellor's Office, California Community Colleges to fund advisory committee meetings and co-sponsor the annual conference of the Business Education Statewide Advisory Committee (BESAC).

From the **U.S. Department of Education** – **\$400,000** per-year (Coastline is currently in year two of five) to fund the college's projects in the Title III/AANAPISI (Asian American Native American Pacific Islander-Serving Institutions) Program. Current activities include the GuideU Student-Mentor Connection service, a corps of volunteers who provide a personal point of contact for new students; implementation of supplemental instruction; creation of pre-semester prep institutes to help bring students up to speed in math, science, English and reading; and accelerated STAR Fast-Track programs.

From the **California Department of Education** – **\$141,777** to support Coastline ESL 231and EL Civics programs which help newcomers learn English and master the citizenship preparation skills to become successful participants in American society.

From the **U.S.** Department of Homeland Security – \$149,986 total for a two-year project period to provide citizenship-focused ESL and citizenship instruction, including the N-400 form and U.S. history and government topics, to prepare lawful permanent residents (LPRs) for the civics, English reading, writing, and speaking components of the naturalization test. Coastline's long-standing ESL program has introduced more than 50,000 immigrants to the English language and American customs.

GOLDEN WEST COLLEGE

NOTABLE EVENTS

With the help of the INSTRUCTIONAL PLANNING TEAM, GWC implemented its first:

- Enrollment Management Plan
- Year Ahead Schedule

As part of the GWC Peace Studies Program, FRAN FARAZDAGHI (PEACE STUDIES) ORGANIZED THE SIXTH ANNUAL PEACE CONFERENCE at GWC to promote peace and nonviolence. In April, over 200 people attended the conference, which was an interdisciplinary gathering of students, educators, researchers, artists, activists, community leaders, and the general public. Several speakers traveled from across the U.S. to share their expertise with conference participants. This marks the second year that the conference has been a zero waste event at GWC, the first being last year's peace conference. To advertise the conference, the planning committee relied on a network of grassroots community-building practices, such as social media and multiple outreach efforts. All organic waste from the conference was separated and sent to compost operations, which diverted the waste from local landfills.

The FINE AND PERFORMING ARTS DEAN AND FACULTY OFFERED THE COLLEGE'S FIRST ANNUAL *ARTS ALIVE* CELEBRATION that included our juried art exhibit; performances of our spring musical, *Cabaret*; choral and instrumental concerts; and our annual dance recital. Students and staff also experienced live jazz, poetry readings, open house visits to our art studios, stage combat and sword fighting demonstrations, a design competition for a recycling bin, jazz dancing, a percussion demonstration, chalk drawings on the Fine Arts patio, and an opportunity to see the college's very own Andy Warhol. This month-long celebration was

intended to promote the idea that all students should have access to learning about and participating in the fine and performing arts.

Full time Theater faculty (Tom Amen, Susan Babb, and Martie Ramm) and staff (Sigrid Wolf and Terry Otto) produced a VARIETY OF CONTEMPORARY COMEDIES AND DRAMAS this year in the Mainstage Theater, including *The Importance of Being Earnest, A Streetcar Names Desire, The Servant of Two Masters*, and *Cabaret*. These productions showcased another season of artistic excellence in our Theater program.

DARRELL EBERT (ART) CURATOR FOR THE GWC FINE ARTS GALLERY, mounted four outstanding exhibits in the GWC Fine Arts Gallery, including an exhibit featuring the work of Korean artists, a printmaking exhibit, our first annual Plein Art exhibit, and our annual juried student art show. Opening night receptions for each exhibit have been attended by over 200 students and community members.

AMANDA BEST (ART) COORDINATED THE ART DEPARTMENT'S SIXTH ANNUAL HOLIDAY ART SALE in December. The art sale showcased a wonderful collection of ceramics, photographs, sculptures, paintings, and prints. Proceeds from this Holiday Arts Sale benefited the department's Artist Lecture Fund.

STUDENT ACHIEVEMENTS

GOLDEN WEST COLLEGE'S ATHLETIC DEPARTMENT is excited to announce that 46 student-athletes have committed to attend 4-year universities for the 2012 fall semester. This number equates to a staggering 41% of our sophomore student-athlete population.

FACULTY/STAFF ACHIEVEMENTS

TOM HIRSH was recognized as the GWC Faculty of the Year.

RENAH WOLZINGER won the 2012 Exceptional Faculty Award from California Community College Association for Occupational Education (CCCAOE).

BRYAN KRAMER was a runner-up for the 2012 Exceptional Leadership Award from California Community College Association for Occupational Education (CCCAOE).

The Division Office Coordinator from CTE, MS. MINNIE HIGGINS was promoted to the Executive Secretary for the Vice President of Admin Services and Student Life.

MS. NIKKI PHAN was promoted from Nursing to become the Division Office Coordinator for CTE.

MR. JON HOLLAND successfully completed his full-time faculty tenure track process.

MS. JOAN CHRISTIE successfully completed her full-time faculty tenure track process.

The Auto Tech program hired its second full-time faculty member, MR. JOHN KASABIAN.

OMID POURZANJANI received his Doctorate in Education from UCLA in September 2011.

JAIMA BENNETT (Communication Studies) received the 2012 Hayward Award for Excellence in Education. Professor Bennett was honored from Area D, which includes all community colleges in Orange and San Diego counties, and the deserts. Professor Bennett received this award at a Community College Board of Governors meeting in Sacramento on March 6.

Last September, RYANE JONES (English) was chosen as one of 24 standout participants to attend the prestigious Bread Loaf Conference at Sicily for a week of collaborative engagement with distinguished educators, faculty, and fine artists. The Bread Load Conference is one of America's most valuable literary institutions and for the past 86 years, the workshops, lectures, and classes have introduced generations of participants to rigorous practical and theoretical approaches to the craft of writing, the pedagogy of teaching writing, and to proven models of literary instruction.

RYANE JONES (English) recently published two short stories. Her nonfiction piece, "The Broken Crystal Ball and the Zombie Killer," will be featured in the New York based anthology, *Inspire*, and her fiction piece, "The Secret Life of Laura Townsend," will be featured in the short story collection, *On the Brink*.

PART-TIME ESL INSTRUCTOR, TATIANA EROHINA'S book, *Growing Up Russian In China, A Historical Memoir*, was published by iuniverse.com. The book chronicles the life of the Professor Erohina's family in China during the Japanese and Soviet occupations and, finally, under the Chinese Communist government.

TOM KUBIS (Music) received the "Distinguished Member Award by the Southern California School Band and Orchestra Association in August 2011.

Orange Coast College

OCC WELDING TOPS IN NATION - Orange Coast College welding and machine shop students took first place in WESTEC's annual Manufacturing Challenge.

EOPS HONORS CLUB CARES WITH S.H.O.S. - Members of the EOPS Honors Club organized collection drives to help needy students as part of Caring Students Helping Other Students (SHOS).

CHEER & DANCE TEAMS WIN 17TH NATIONAL TITLE - OCC's cheer team and dance team captured their 17th national titles at the 2012 USA championships.

HOT FOOD TEAM TAKES STATE CHAMPIONSHIP - OCC's culinary arts students won the California State Hot Food Team Competition and a trip to nationals in June.

SPEECH, THEATRE & DEBATE TEAM ENJOYS STELLAR YEAR - The OCC Speech, Theatre and Debate team won the silver medal at the national championships.

CIRCLE K Wins Scholarships - Orange Coast College's Circle K Club, sponsored by Kiwanis International, collected more than 50 individual and club awards at the national convention.

OCC NAMED 2012 "MILITARY FRIENDLY SCHOOL" - OCC earns "Military Friendly School" designation, ranking among the top 15% of 7,000 colleges nationwide.

OCC HOSTS CHILDREN'S BOOK FESTIVAL - Thousands of people flocked to campus to enjoy the 8th Annual Orange County Children's Book Festival, which promotes youth literacy.

STUDY ABROAD FAIR - The OCC International Center presented another successful Study, Work and Travel Abroad Fair to spotlight programs for students and the community.

FINANCIAL AID SERVES RECORD NUMBER OF STUDENTS - OCC's Financial Aid Office processed and distributed more than \$30 million in federal and state funding awarded to students.

HEALTH CENTER'S PLEDGE FOR CARA LEE- The Health Center asks students take an active stance against drunk driving with "Do it for Cara Lee" pledge in memory of OCC student Cara Lee, killed by a drunk driver in 2010.

OCC COMMEMORATES '9/11' - Students commemorate the 10th anniversary of '9/11' by collecting messages of remembrance and presenting a framed exhibit to the Borough of Manhattan Community College, which lost eight students in the tragedy.

MOBILE APPS - Dozens of OCC students helped formulate, test, and introduce the College's innovative mobile apps launched this semester.

CULINARY SCHOLARSHIP HELPS STUDENT CHEFS - OCC received \$21,000 to set up a scholarship fund for students in the college's renowned Culinary Arts Program.

COMMUNITY ENJOYS 12th Annual Science Night - The signature event of OCC's Service Learning Program attracted more than 6,000 elementary children and their families to campus to learn about the miracles and mysteries of science.

HIGH SCHOOL COUNSELORS TOUR CAMPUS - More than 100 high school counselors and career center representatives enjoyed presentations by faculty and students, and campus tours as part of OCC's annual outreach.

STUDENTS ORGANIZE 4th ANNUAL HEALTH FAIR - Students teamed up with the Health Center to present a OCC's 4th Annual Health Fair, which featured health food, displays, and lots of giveaways.

36TH ANNUAL SANTA ANA ARMY AIRBASE REUNION - OCC hosted the 36th annual reunion of the Santa Ana Army Air Base, once located on the site of OCC.

HIGH SCHOOL "MATHLETES" COMPETE - OCC welcomed 100 high school students from 20 area schools for the annual math meet, a competition sponsored by the Math Department since 1957.

ENERGY EXPERT SPEAKS AT GREEN DAY EVENT - Glen McDonald of UCLA headlined OCC's Green Day activities, which featured electric vehicles, displays, and roundtable

discussions.

NORDIC STAR BOAT DONATION - The OCC Sailing Center received a \$2 million boat donation, Nordic Star, from Jerry Barto, a noted developer and longtime resident of Newport Beach.

NOTED PHOTOGRAPHER LAUNCHES MOPLA ON CAMPUS - The Photography Department welcomed Phillipp Sholz Rittermann as part of the Month of Photography Los Angeles (MOPLA) series at OCC.

SENIOR DAY SHINES - High school seniors from more than 30 high schools visited OCC's campus for the 29th Annual Senior Day, a chance to showcase the campus and its programs.

WOMEN SWIMMERS WIN STATE TITLE - OCC's women's swim team won a third straight state championship at the 2012 California Community College Athletic Association Swimming State Championships.

STUDENTS SHAPE NEW MISSION STATEMENT - Students served on the task force that crafted the new College mission statement, approved by the Board of Trustees in March, and set to be displayed throughout the campus.

ESTATE GIFT BOOSTS SCHOLARSHIPS - Orange Coast College received a gift of nearly \$250,000 from the estate of John and Betty Blaich, longtime Newport Beach residents, sailing enthusiasts and OCC supporters.

OCC HORICULTURE CLUB'S WINNING DESIGN - Students took 1st place in the South Coast Plaza competition for their "A Therapeutic Garden," a design intended specifically for the visually impaired.

OCC FILM STUDENTS GET SCREENED - OCC Shorts again showcases OCC student filmmakers as part of the annual Newport Beach Film Festival.

ARCHITECTURAL STUDENTS DISPLAY TALENTS - OCC architectural students were invited to build a structure for Design Village Metamorphosis, an architectural competition hosted by Cal Poly San Luis Obispo.

"GIANT KILLERS" STRIKE AGAIN - OCC's Men's Crew captured three titles at the Western Intercollegiate Rowing Association (WIRA) Championships against powerhouses Washington, Oregon, and California.

OCC GOLFERS WIN CONFERENCE - the Pirates captured their third consecutive Orange Empire Conference championship.

OCC became the #1 combined transfer school in California.



Budget Summary Tentative Budget 2012-2013

June 20, 2012

Consideration of Coast Community College District Tentative Budget for 2012-2013

Background

The Tentative Budget (copy attached to each Trustee's agenda) has been prepared as prescribed by Title 5 of the California Code of Regulations, Section 58305. Funding for the budget is based upon the latest information available as of May 14, 2012. Any changes based on the enacted state budget that are signed by the Governor will be included in the 2012-2013 adopted budget.

Beginning Balance

The Tentative Budget beginning balance is estimated to be \$20,531,115 (including \$2,319,195 for various entities. While the Tentative Budget reflects a balanced set of revenues and expenses, many of the solutions identified are one-time or of limited term duration. The result will be that approximately \$4 million of these solutions will expire this year and re-emerge next year. A firm figure for the beginning balance won't be available until the year-end close is completed in mid-July.

Revenue Estimate

Total 2012-2013 General Fund revenues are projected to be \$202,289,580. The revenue estimate includes 0% COLA, apportionment reduction of \$8.2 million, and 0% growth funds 2011-2012. Student fees have increased to \$46 per unit.

Expenditure Estimate

The Tentative Budget includes \$503,446 for step and column increases. Health and Welfare benefit costs increased from \$14,650 to \$15,000 per employee. This added \$1.0 million to the unrestricted general fund expenditure budget. The PERS contribution rate increased from 10.923% to 11.417% and unemployment insurance decreased from 1.6% to 1.1% for the 2012-2013 fiscal year. The budget also includes reductions of 3% for management and classified employees.

Each college is provided a basic allocation, fixed costs increases and \$3,655 per FTES in the budget model. Final allocations include each college and the district office sharing in budget cuts driven by reduced class offerings, salary savings from the ENP program, vacant positions, negotiated savings and reductions in other discretionary expenditures. Overall the district addressed a \$6.6 million internal operating deficit.

Undistributed Reserve

The Tentative Budget presents a Reserve for Contingencies of \$11,600,000 which is 5.5% of prior year expenditures.

After review by the Chancellor and the Vice Chancellor of Administrative Services, it is recommended that the Tentative Budget for 2012-2013 be adopted.



Board of Trustees
David A. Grant
Mary L. Hornbuckle
Jim Moreno
Jerry Patterson
Lorraine Prinsky, Ph.D.
Joe Venegas III,
Student Trustee
Chancellor
Andrew C. Jones, Ed.D.

June 20, 2012

To: Andrew Jones, Chancellor

From: Andy Dunn, Vice Chancellor

Re: Adoption of the 2012-2013 Tentative Budget for the Coast Community College District

BACKGROUND

The enclosed Tentative Budget is presented to the Board of Trustees for adoption. The California Code of Regulations T-5, Section 58305 requires the Board of Trustees of a Community College District to adopt a Tentative Budget on or before the first day of July in each year and forward an information copy to the appropriate county officer.

CHANGES SINCE 2011-12 ADOPTED BUDGET

The 2011-12 Adopted Budget was balanced with respect to revenues and expense but reflected one-time funds held in the event certain state revenue thresholds were not met and automatic budget cuts were triggered. Those thresholds were not met and Coast experienced a \$3.2 million mid-year cut. \$2.3 million was felt as an on-going base cut and \$900 thousand reflected Coast's share of a one-time cost to push a student fee increase from \$36/unit to \$46/unit from January 1, 2012 to July 1, 2012. However, Coast experienced no interruption in the delivery of educational services nor in its spending plan as one-time resources had been identifed to meet this triggered cut. The base cut referenced above, however, rolls forward and becomes part of the Internal Operating Defict in the 2012-13 FY that is addressed below.

2012-13 BUDGET DEVELOPMENT

The Governor's January Budget Proposal was released on January 5, 2012, and reflected an estimated \$9.2 billion statewide deficit. The centerpiece of this proposal was, and continues to be, a tax measure slated for the November ballot. The Governor's budget proposal assumes passage of this tax measure. If the tax measure fails an additional estimated \$7 billion gap emerges and the community college system will see a \$300 million base cut imposed. For Coast, failure means a cut of more than \$8 million and a workload reduction of 5.56%. Passage, on the other hand, will not result in any new programmatic funds in the 2012-13 budget year; proceeds will instead be used to buy down deferrals. Each branch of higher education was

Chancellor Jones June 20, 2012 Page 2 of 4

slated to receive 4% new funding in each of the following three years (2013-14 through 2015-16).

Analyses that began following the release of the Governor's January Budget Proposal suggested the district faced an internal operating deficit of \$7.6 million which reflected both increasing expenses and decreasing revenues. The budget development strategy was twofold and included both a plan to address the internal operating deficit and a plan to build a "Rainy Day" fund to provide a buffer, much as was done for the current year trigger cuts, in the event the Governor's tax proposal fails.

Budget Development for 2012-13 involved many steps; two of the most significant were issuing budget reduction targets by site and by bargaining unit. The Tentative Budget reflects both site based and unit based solutions, the details of which are outlined elsewhere in the budget summary. Another significant component is Stabilization, a process under which the district has suppressed enrollment below base to ease the budget reductions and save jobs.

A significant Deficit Factor emerged earlier this year, magnified by what came to be known as the "February Surprise". This Deficit Factor, and resultant revenue reduction, is driven largely by an over-estimate of student fee revenue resulting from the fee increase to \$36/unit. This increase served to move a large number of students into the Board of Governor's fee waiver program and thus eroded the net value. That over estimate left an approximate \$100 million gap in system funding which districts experienced in the form of a revenue deficit. Fees are scheduled to be increased to \$46/unit effective July 1, 2012, and this phenomenon may recur. For Coast, this shortfall in student fee revenues had, until mid May, caused us to track a deficit of approximately \$5.4 million. The movement of another district to Basic Aid Status, discussed further below, has allowed us to moderate the anticipated deficit amount.

MAY REVISE

The May Revise presents a stark reality and contrasting set of issues. The state deficit, projected at \$9.2 billion in January ballooned to \$15.7 billion in May. This is a result of overstated revenues, understated expenses and certain court decisions that did not allow the state to realize previously assumed savings. As the framework for Coast's Tentative Budget is largely in place by the time the May Revise is issued, significant changes emerging through the May Revise will be reflected in the Final Budget presented to the Board for adoption in September.

Another issue that emerged in the May Revise is the transition of another Community College District to "Basic Aid" status. As the total calculated approtionment revenue for such districts comes solely from property tax this has had the effect of reducing the current year deficit factor and increasing next years projected impact should the November tax package fail. The projected result is that the current year deficit factor has been scaled back from more than \$5.4



Chancellor Jones June 20, 2012 Page 3 of 4

million to \$4.1 million and the workload reduction for the coming year will escalate from 5.56% to 6.4%, and the one-time resources needed to build an effective Rainy Day Fund will increase from \$8.2 million to \$9.5 million.

TENTATIVE BUDGET

While the Tentative Budget reflects a balanced set of revenues and expenses, many of the solutions identified are one-time or of limited term duration. The result will be that approximately \$4 million of these solutions will expire this year and re-emerge next year.

RISK

The single largest unknown is the question of voter willingness to approve the November Tax Measure. In a broader sense, revenues are highly variable, with or without the tax measure. A major workload reduction decision will be decided in November.

The Governor's Budget Proposal assumes that the community college system will receive increased local property taxes and other cash assets from redevelopment agencies that are winding down operations and have proposed cutting state funding for the system in anticipation of this. However, the Legislative Analyst's Office has stated that the projections for these redirected revenues are "significantly" overstated. The system-wide impact for the current year is currently estimated at \$116 million and for the budget year the estimated impact is \$341 million.

A student fee shortfall may emerge again in the budget year as fees are scheduled to rise to \$46/unit and a commensurate rise in Board of Governor (BOG) fee waivers is also expected.

Enrollment decline is possible in some districts, particularly rural colleges with a proposal to triple neighboring state student fees to \$138/unit.

REVENUE ESTIMATES

Estimated State Revenue has been adjusted to reflect 0% COLA, prior year base reduction of \$2.6 million and a \$112 per FTES Unrestricted Lottery Revenue. Workload is reduced both by the base reduction noted above and through Stabilization for a total of 6.96%.

Coast's Third Party Administrator (TPA) has negotiated competitive renewal rates for our Health and Welfare Programs. Projected increases for the 2012-13 benefits year were targeted at more than \$3 million until just recently. The Tentative Budget reflects net increases of under \$1 million. Further, our TPA continues to negotiate with providers and further savings may emerge as we approach preparation of the Final Budget.



Chancellor Jones June 20, 2012 Page 4 of 4

Local revenue reflects enrollment fees of \$46 per unit and interest earnings of \$180,000. All other revenues are budgeted based on allocation in the state budget act. Revenue adjustments and additional one-time funds will be added to the budget when allocated to the District.

APPROPRIATION CHANGES

Appropriation changes reflect projections for expenditures in contract salaries including step and column increases. Staff health benefits for 2012-13 are projected with a \$350 increase over the 2011-12 budget at \$15,000 per employee. The PERS rate has been adjusted up to 11.417%. Funds are provided for a 2% of contract salaries charge for future retiree health benefits. The additional transfer of \$1.2 million to the retiree health benefit liability has been eliminated.

Each college is being provided a base allocation, fixed costs increases and \$3,655 per FTES in the budget model. Final allocations include each college and the district office sharing in budget cuts driven by reduced class offerings, salary savings from the ENP program, vacant positions, negotiated savings and reductions in other discretionary expenditures. Overall the district addressed a \$6.6 million internal operating deficit.

RESERVES

In recent years Coast has maintained a 6.5% reserve for contingency. This year, that reserve is targeted at 5.5%, the difference is being captured to help bolster the Rainy Day Fund. The reserve is a function of prior year's actual general fund expenses.

Embedded in Fund Balance is a "Rainy Day" Fund which will be drawn down beginning mid-year should the governor's tax measure fail.

The Retiree Health Benefit Fund has \$51.4 million set aside in the JPA Trust and district funds. The district will update the actuarial study during 2011-12 to determine how plan changes and funding reductions have affected the unfunded liability.

LOOKING AHEAD

The Tentative Budget is presented to the Board for adoption. Developments driven by the adoption of the State Budget will help shape our Final Budget scheduled for presentation and adoption in September.



TENTATIVE BUDGET

2012-2013

Estimate of Total District Income

	Tentative Budget 2012-13
8100-FEDERAL INCOME	
Restricted	10,166,101
Unrestricted	10,100,101
TOTAL FEDERAL INCOME	10,166,101
8600-STATE INCOME	
Restricted	11,352,686
Unrestricted	60,814,201
TOTAL STATE INCOME	72,166,887
8800-LOCAL INCOME	
Restricted	4,662,107
Unrestricted	114,794,485
TOTAL LOCAL INCOME	119,456,592
8900-OTHER FINANCING SOURCES	
8912 Surplus Property Sales	500,000
TOTAL OTHER FINANCING SOURCES	500,000
TOTAL GENERAL FUND INCOME	202,289,580
GENERAL FUND BEGINNING BALANCE	20,531,115
TOTAL INCOME	222,820,695

TENTATIVE BUDGET

2012-2013

Estimate of District Unrestricted Income

	Tentative
	Budget
	2012-13
8600-STATE INCOME	
8612 Principal Apportionment	55,552,885
8619 2% Enrollment Admin	182,000
Part-Time Faculty Compensation	745,184
8672 Homeowner's Exemptions	700,000
8681 State Lottery	3,634,132
TOTAL STATE INCOME	60,814,201
8800-LOCAL INCOME	
8810 District Taxes (Including Subventions)	86,096,285
8830 Contract Instruction	30,000
8840 Sales	70,000
8850 Rentals and Leases	2,699,500
8860 Interest	250,000
8871 Child Development Lab School	444,200
8874 Student Enrollment Fee	16,200,000
8879 Transcript Fee	180,000
8880 Non-Resident Student Fees	6,160,000
8889 Class Audit Fee	1,000
Library Fines	6,000
Application Fees	17,000
Range Fees	13,000
8892 Telecourse Production	250,000
8893 Parking Fines	570,000
8899 Enterprise Reimbursements	987,500
Bookstore	600,000
Phase II Development, Coastline Business Park	210,000
New Media Income	0
Extended Education	0
Other Income	10,000
TOTAL LOCAL INCOME	114,794,485
9000 OTHER EINANGING COURGE	<u> </u>
8900-OTHER FINANCING SOURCES	
8912 Surplus Property Sales	500,000
TOTAL OTHER FINANCING SOURCES	500,000
TOTAL GENERAL FUND UNRESTRICTED INCOME	176,108,686
	170,100,000

TENTATIVE BUDGET

2012-2013

Estimate of District Restricted Income

	Tentative Budget
	2012-13
8100-FEDERAL INCOME	
8120 Federal Work Study Program	700,000
5% Administrative Allowance	152,000
NARET No Amer Renewable Energy Tech	132,000
Pacific Bridge AAPI	760,165
Strengthening Institutions Title III	184,572
8130 WIA-ARRA High Demand Training Grant	15,000
WIA-No Dislocated Workers	1,640,000
WIA-No Disadvantaged Adult	796,000
WIA-No Disadvantaged Adult OJT/WEX	100,000
WIA-No Sr Comm Svcs Emply Prgm	49,500
WIA-Nursing Expansion Grant	324,000
WIA-Recylcling and Res Mgmt Prgm	328,269
WIA-Regi Vets Svs Collab 15%	132,262
WIA-So Disadvantage Adult	796,000
WIA-So Dislocated Wrkrs	1,640,000
WIA-So Disadvantaged Adult OJT/WEX	50,000
WIA-So Sr Comm Svcs Emply Prgm	49,500
8140 Transitional Assistance Needy Family - TANF	111,213
8170 Vocational and Applied Technology Education Act	1,187,369
VTEA - Tech Prep Consortia Project	140,910
VTEA - Career Dev St Advisory Committee	38,000
VTEA - Collaborative Career Development	90,000
VTEA - Business Education Statewide Advisory Committee	38,000
VTEA - Business Industry Collaborative	270,000
VTEA - Work Base Collaborative Learning	90,000
8190 Child Dev Training Consortium	25,000
USDE ESL 231	97,393
USDE English Literacy & Civics	44,384
CCC Bridge to Citizenship Grant	130,384
Virtual Training for Law Enforcement	46,180
Virtual Interactive Training Similator	140,000
TOTAL FEDERAL INCOME	10,166,101
8600-STATE INCOME	
8622 Economic Opportunity (EOPS)	1 767 002
8623 Disabled Student Allowance (AB 77)	1,767,003 1,528,763
8624 Cal Works	
8625 Telecom & Tech Infrastructure	358,597
8629 Matriculation	35,088
Matriculation-Non Credit	1,141,313
State Instructional Equipment	51,523
State Instructional Equipment - One Time	10.000
	19,000

TENTATIVE BUDGET

2012-2013

Estimate of District Restricted Income

8629 Basic Skills State Hospital Program (Fairview) EOPS-Coop Agency Resource Education Board Financial Assistance Admin. Allowance Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment Los Rios HiTech CC Consortia	× •
State Hospital Program (Fairview) EOPS-Coop Agency Resource Education Board Financial Assistance Admin. Allowance Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8889 UCI Internship Mentors International Student Dual Enrollment	Budget
State Hospital Program (Fairview) EOPS-Coop Agency Resource Education Board Financial Assistance Admin. Allowance Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8889 UCI Internship Mentors International Student Dual Enrollment	2012-13
EOPS-Coop Agency Resource Education Board Financial Assistance Admin. Allowance Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8889 UCI Internship Mentors International Student Dual Enrollment	1,357,643
Board Financial Assistance Admin. Allowance Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	601,176
Staff Diversity Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	139,223
Staff Development C/O RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	1,293,069
RHORC Econ Workforce Develop Program Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	22,683
Career Tech Ed Community Collaborative CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	15,827
CTE Pathways Initiative IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	184,500
IDRC Digital Manufacturing 8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	116,450
8659 Mental Health Training CA Law Enforce On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	1,232,902
On-The-Job-Training/Work Experience Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	157,148
Employment Training Panel Grant Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8889 UCI Internship Mentors International Student Dual Enrollment	54,862
Child At Risk Boating Scholarship 8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	324,000
8681 Restricted Lottery 8699 Hazard Mitigation TOTAL STATE INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	99,460
8800-LOCAL INCOME 8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	18,860
8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	827,596
8800-LOCAL INCOME 8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	6,000
8876 Student Health Fee 8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	11,352,686
8877 Instructional Materials Fees 8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	
8881 Parking Fees 8899 UCI Internship Mentors International Student Dual Enrollment	1,737,825
8899 UCI Internship Mentors International Student Dual Enrollment	687,606
International Student Dual Enrollment	1,656,253
	12,500
Los Rios HiTech CC Consortia	50,000
	90,658
Pathways for Foster Youth	13,837
Alcohol Prevention Services	120,000
Calif Works Allicance JT SMCC	293,428
TOTAL LOCAL INCOME	4,662,107
TOTAL GENERAL FUND RESTRICTED INCOME	

Coast Community College District

TENTATIVE BUDGET

2012-2013

Summary Of Total Appropriations

	Tentative
	Budget
General Fund	2012-13
1100 Instructors Regular Salaries	24 027 042
1200 Non-Instructional Regular Contract	34,037,943
1300 Instructors Hourly	13,414,926
1400 Non-Instructional Hourly	18,261,643
1000 CERTIFICATED SALARIES	2,333,495
	68,048,007
2100 Classified Salaries Regular Contract	41,296,861
2200 Instructional Aide Regular Contract	3,126,557
2300 Non-Instructional, Hourly	3,875,108
2400 Instructional Aide, Hourly	674,238
2000 CLASSIFIED SALARIES	48,972,764
	<u> </u>
3000 STAFF BENEFITS	50,868,947
4000 BOOKS, SUPPLIES AND MATERIALS	4,704,815
5000 OTHER OPERATING EXP AND SERVICES	25,762,743
6100 Site Improvements	22.000
6200 Building Improvements	22,000
6300 Books (New)	38,149 82,224
6400 Equipment and Lease Purchases	82,234
6000 CAPITAL OUTLAY	2,413,126
	2,555,509
7000 Student Financial Aid and Inter - Fund Transfer	1,246,671
7900 Campus Contingencies	9,061,239
7900 Reserves for Contingencies	11,600,000
7000 OTHER OUTGO AND RESERVES	21,907,910
TOTAL GENERAL FUND	222,820,695

Coast Community College District

TENTATIVE BUDGET

2012-2013

Summary Of Unrestricted Appropriations

General Fund	Tentative Budget 2012-13
1100 Instructors Regular Salaries	33,515,833
1200 Non-Instructional Regular Contract	12,312,556
1300 Instructors Hourly	17,589,151
1400 Non-Instructional Hourly	1,486,260
1000 CERTIFICATED SALARIES	64,903,800
2100 Classified Salaries Regular Contract	34,709,522
2200 Instructional Aide Regular Contract	2,966,896
2300 Non-Instructional, Hourly	1,549,681
2400 Instructional Aide, Hourly	485,432
2000 CLASSIFIED SALARIES	39,711,531
3000 STAFF BENEFITS	47,063,414
4000 BOOKS, SUPPLIES AND MATERIALS	2,835,191
5000 OTHER OPERATING EXP AND SERVICES	19,479,879
6100 Site Improvements	22,000
6200 Building Improvements	4,259
6300 Books (New)	82,234
6400 Equipment and Lease Purchases	1,524,098
6000 CAPITAL OUTLAY	1,632,591
7000 Student Financial Aid and Inter - Fund Transfer	352,156
7900 Campus Contingencies	9,061,239
7900 Reserves for Contingencies	11,600,000
7000 OTHER OUTGO AND RESERVES	21,013,395
TOTAL UNRESTRICTED GENERAL FUND	196,639,801

Coast Community College District

TENTATIVE BUDGET

2012-2013

Summary Of Restricted Appropriations

General Fund	Tentative Budget 2012-13
1100 Instructors Regular Salaries	500.110
1200 Non-Instructional Regular Contract	522,110
1300 Instructors Hourly	1,102,370
1400 Non-Instructional Hourly	672,492
1000 CERTIFICATED SALARIES	3,144,207
2100 Clossified Salarias Barria Control	
2100 Classified Salaries Regular Contract	6,587,339
2200 Instructional Aide Regular Contract	159,661
2300 Non-Instructional, Hourly	2,325,427
2400 Instructional Aide, Hourly	188,806
2000 CLASSIFIED SALARIES	9,261,233
3000 STAFF BENEFITS	3,805,533
4000 BOOKS, SUPPLIES AND MATERIALS	1
TOTAL STATE OF THE PROPERTY OF	1,869,624
5000 OTHER OPERATING EXP AND SERVICES	6,282,864
6100 Site Improvements	
6200 Building Improvements	0
6300 Books (New)	33,890
6400 Equipment and Lease Purchases	0
6000 CAPITAL OUTLAY	889,028
	922,918
7000 Student Financial Aid and Inter - Fund Transfer	904 51 5
7900 Holding for Distribution	894,515
7900 Reserves for Contingencies	0
7000 OTHER OUTGO AND RESERVES	0 894,515
	074,313
TOTAL RESTRICTED GENERAL FUND	26,180,894

TENTATIVE BUDGET

2012-2013

All Funds

	General Fund 01	Child Development 33	Capital Outlay 41	GO Bond Fund 42	Insurance Services 61	Non-Restricted Reimbursable 81	Total All Funds
Beginning Balance	20,531,115	0	9,474,855	12,900,000	58,274,949	0	101,180,919
Income Budgeted	202,289,580	1,268,260	3,759,000	120,000	43,027,000	11,600,569	262,064,409
Expenses Budgeted	222,820,695	1,268,260	13,233,855	13,020,000	101,301,949	11,600,569	363,245,328

UNRESTRICTED

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Wide

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	33,515,833
	1200	Non Instructor Cert Contract	12,312,556
	1300	Instructors Hourly	17,589,151
	1400	Non Instructor Certificated Hrly	1,486,260
			64,903,800
2	2100	Classified Contract	34,709,522
	2200	Classified Instr Contract	2,966,896
	2300	Classified Hourly Non Instr	1,549,681
	2400	Class Instr Hourly	485,432
			39,711,531
3	3000	Employee Benefits Holding	2,054,029
	3100	STRS Retirement	3,462,656
	3200	PERS Retirement	5,177,574
	3300	OASDI	3,938,142
	3400	Health and Welfare	18,570,303
	3500	Unemployment Insurance	1,054,979
	3600	Workers Compensation	1,437,331
	3700	Retiree Benefits	11,368,400
			47,063,414
4	4200	Reference Books	13,614
	4300	Supplies	2,411,175
	4400	Media Supplies	30,245
	4600	Fuel Oil Repair Parts	380,157
			2,835,191
5	5100	Personal and Consultant Svcs	154,606

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Wide

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5200	Travel	390,646
	5300	Subscriptions Dues Memberships	304,502
	5400	Insurance	1,470,433
	5500	Utilities	5,043,706
	5600	Rent Leases Repairs	5,562,975
	5700	Legal Election Audit	2,710,254
	5800	Other Operating	3,057,259
	5900	Other	785,498
			19,479,879
6	6100	Site Improvements	22,000
	6200	Building Improvements	4,259
	6300	Library Books	82,234
	6400	Equipment	1,524,098
			1,632,591
7	7300	Interfund Transfer Out	244,376
	7500	Student Financial Aid	106,000
	7600	Other Payments To For Students	1,780
	7900	Reserve for Contingencies	20,661,239
	<u>. </u>		21,013,395
			196,639,801

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Site

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1200	Non Instructor Cert Contract	936,408
	1400	Non Instructor Certificated Hrly	11,760
			948,168
2	2100	Classified Contract	6,519,525
	2300	Classified Hourly Non Instr	164,467
. <u> </u>			6,683,992
3	3000	Employee Benefits Holding	1,303
	3100	STRS Retirement	36,135
	3200	PERS Retirement	849,579
	3300	OASDI	527,565
	3400	Health and Welfare	1,606,011
	3500	Unemployment Insurance	81,862
	3600	Workers Compensation	126,514
			3,228,969
4	4200	Reference Books	3,550
	4300	Supplies	119,605
			123,155
5	5100	Personal and Consultant Svcs	25,000
	5200	Travel	81,912
	5300	Subscriptions Dues Memberships	14,590
	5500	Utilities	240,250
	5600	Rent Leases Repairs	469,110
	5700	Legal Election Audit	41,500
	5800	Other Operating	621,863

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Site

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
			1,494,225
6	6100	Site Improvements	1,000
	6400	Equipment	281,539
			282,539
			12,761,048

TENTATIVE BUDGET

Orange Coast College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	20,695,811
	1200	Non Instructor Cert Contract	5,603,596
	1300	Instructors Hourly	7,316,179
	1400	Non Instructor Certificated Hrly	447,746
			34,063,332
2	2100	Classified Contract	12,874,877
	2200	Classified Instr Contract	1,982,092
	2300	Classified Hourly Non Instr	464,579
	2400	Class Instr Hourly	301,811
			15,623,359
3	3000	Employee Benefits Holding	727,529
	3100	STRS Retirement	2,067,395
	3200	PERS Retirement	2,030,831
	3300	OASDI	1,671,142
	3400	Health and Welfare	9,090,953
	3500	Unemployment Insurance	458,495
	3600	Workers Compensation	708,009
4 1 4 2		to the state of th	16,754,354
4	4200	Reference Books	625
	4300	Supplies	1,171,726
	4400	Media Supplies	21,000
	4600	Fuel Oil Repair Parts	170,600
			1,363,951
5	5100	Personal and Consultant Svcs	6,000
	5200	Travel	88,485

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET Orange Coast College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5300	Subscriptions Dues Memberships	52,79
	5400	Insurance	95,000
	5500	Utilities	2,267,078
	5600	Rent Leases Repairs	1,474,405
	5700	Legal Election Audit	
	5800	Other Operating	896,754
	5900	Other	636,846
			75,000
6	6100	Site Improvements	5,592,359
	6200	Building Improvements	1,000
	6300		3,000
	6400	Library Books	55,000
	0400	Equipment	69,748
			128,748
7	7300	Interfund Transfer Out	113,750
	7600	Other Payments To For Students	700
			114,450
:			73,640,553

TENTATIVE BUDGET

Golden West College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	10,422,075
	1200	Non Instructor Cert Contract	2,751,022
	1300	Instructors Hourly	5,362,340
-	1400	Non Instructor Certificated Hrly	573,814
	·		19,109,251
2	2100	Classified Contract	9,284,084
	2200	Classified Instr Contract	730,959
	2300	Classified Hourly Non Instr	138,898
	2400	Class Instr Hourly	136,283
			10,290,224
3	3000	Employee Benefits Holding	660,991
	3100	STRS Retirement	1,020,609
	3200	PERS Retirement	1,377,907
	3300	OASDI	1,056,974
	3400	Health and Welfare	5,315,246
	3500	Unemployment Insurance	261,600
	3600	Workers Compensation	404,291
			10,097,618
4	4200	Reference Books	4,927
	4300	Supplies	787,168
	4400	Media Supplies	3,295
	4600	Fuel Oil Repair Parts	40,207
			835,597
5	5100	Personal and Consultant Svcs	9,286
	5200	Travel	105,465

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET Golden West College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5300	Subscriptions Dues Memberships	52,326
	5400	Insurance	92,000
	5500	Utilities	1,573,476
	5600	Rent Leases Repairs	529,855
	5700	Legal Election Audit	200,000
	5800	Other Operating	442,034
	5900	Other	162,861
			3,167,303
6	6200	Building Improvements	
	6300	Library Books	1,259
	6400	Equipment	27,234
			363,153
7	7300	Interfund Transfer Out	72,188
	7500	Student Financial Aid	6,000
	7600	Other Payments To For Students	1,080
	7900	Reserve for Contingencies	107,844
			187,112
			44,050,258

TENTATIVE BUDGET

Coastline Community College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	2,397,947
	1200	Non Instructor Cert Contract	2,312,778
	1300	Instructors Hourly	4,226,076
	1400	Non Instructor Certificated Hrly	408,508
	Language Communication		9,345,309
2	2100	Classified Contract	5,431,222
	2200	Classified Instr Contract	253,845
	2300	Classified Hourly Non Instr	683,677
	2400	Class Instr Hourly	47,338
			6,416,082
3	3000	Employee Benefits Holding	582,301
	3100	STRS Retirement	291,012
	3200	PERS Retirement	829,654
	3300	OASDI	584,993
	3400	Health and Welfare	2,295,160
	3500	Unemployment insurance	114,096
	3600	Workers Compensation	176,168
			4,873,384
4	4200	Reference Books	1,712
	4300	Supplies	277,876
	4400	Media Supplies	5,950
	4600	Fuel Oil Repair Parts	850
			286,388
5	5100	Personal and Consultant Svcs	71,820
	5200	Travel	28,534

TENTATIVE BUDGET

Coastline Community College

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5300	Subscriptions Dues Memberships	62,545
	5400	Insurance	29,821
	5500	Utilities	776,402
	5600	Rent Leases Repairs	877,193
	5700	Legal Election Audit	210,000
	5800	Other Operating	451,019
	5900	Other	54,600
			2,561,934
6	6400	Equipment	308,450
			308,450
7	7300	Interfund Transfer Out	58,438
	7900	Reserve for Contingencies	147,281
	····		205,719
			23,997,266

TENTATIVE BUDGET

District Wide Operations

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
1	1200	Non Instructor Cert Contract	708,752
	1300	Instructors Hourly	684,556
	1400	Non Instructor Certificated Hrly	44,432
			1,437,740
2	2100	Classified Contract	599,814
	2300	Classified Hourly Non Instr	98,060
		·	697,874
3	3000	Employee Benefits Holding	81,905
	3100	STRS Retirement	47,505
	3200	PERS Retirement	89,603
	3300	OASDI	97,468
	3400	Health and Welfare	262,933
	3500	Unemployment Insurance	138,926
	3600	Workers Compensation	22,349
	3700	Retiree Benefits	11,368,400
			12,109,089
4	4200	Reference Books	2,800
	4300	Supplies	54,800
	4600	Fuel Oil Repair Parts	168,500
			226,100
5	5100	Personal and Consultant Svcs	42,500
	5200	Travel	86,250
	5300	Subscriptions Dues Memberships	122,250
	5400	Insurance	1,253,612

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET

District Wide Operations

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5500	Utilities	186,500
	5600	Rent Leases Repairs	2,212,412
	5700	Legal Election Audit	862,000
	5800	Other Operating	905,497
	5900	Other	159,037
			5,830,058
6	6100	Site Improvements	20,000
	6400	Equipment	529,701
			549,701
7	7500	Student Financial Aid	100,000
	7900	Reserve for Contingencies	708,999
			808,999
			21,659,561

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET Ending Balance

Fund	110	Unrestricted General Fund	
			2012/2013 Tentative Budget
5	5700	Legal Election Audit	500,000
	5900	Other	334,000
			834,000
7	7900	Reserve for Contingencies	19,697,115
			19,697,115
			20,531,115

RESTRICTED

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Wide

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	522,110
	1200	Non Instructor Cert Contract	1,102,370
	1300	Instructors Hourly	672,492
	1400	Non Instructor Certificated Hrly	847,235
			3,144,207
2	2100	Classified Contract	6,587,339
	2200	Classified Instr Contract	159,661
	2300	Classified Hourly Non Instr	2,325,427
	2400	Class Instr Hourly	188,806
			9,261,233
3	3000	Employee Benefits Holding	1,665,328
	3100	STRS Retirement	135,132
	3200	PERS Retirement	413,480
	3300	OASDI	289,779
	3400	Health and Welfare	1,165,091
	3500	Unemployment Insurance	54,690
	3600	Workers Compensation	82,033
			3,805,533
4	4200	Reference Books	2,000
	4300	Supplies	1,867,324
	4600	Fuel Oil Repair Parts	300
	*		1,869,624
5	5001	Indirect Expense Chargeback	278,974
	5100	Personal and Consultant Svcs	266,349
	5200	Travel	222,556

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Wide

Fund	120	Restricted General Fund	
·			2012/2013 Tentative Budget
5	5300	Subscriptions Dues Memberships	21,160
	5400	Insurance	69,679
	5500	Utilities	82,801
	5600	Rent Leases Repairs	1,756,908
	5700	Legal Election Audit	40,188
	5800	Other Operating	2,058,512
	5900	Other	1,485,737
			6,282,864
6	6200	Building Improvements	33,890
	6400	Equipment	889,028
	<u></u>		922,918
7	7300	Interfund Transfer Out	50,000
	7500	Student Financial Aid	70,380
	7600	Other Payments To For Students	774,135
			894,515
			26,180,894

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET District Site

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
1	1400	Non Instructor Certificated Hrly	93,410
			93,410
2	2100	Classified Contract	258,078
	2300	Classified Hourly Non Instr	118,755
			376,833
3	3000	Employee Benefits Holding	112,151
	3200	PERS Retirement	9,258
	3300	OASDI	5,838
	3400	Health and Welfare	18,815
	3500	Unemployment Insurance	839
	3600	Workers Compensation	1,297
			148,198
4	4300	Supplies	45,509
			45,509
5	5001	Indirect Expense Chargeback	54,821
	5100	Personal and Consultant Svcs	12,000
	5200	Travel	19,350
	5800	Other Operating	791,081
	5900	Other	6,500
			883,752
			1,547,702

COAST COMMUNITY COLLEGE DISTRICT TENTATIVE BUDGET Orange Coast College

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	21,000
	1200	Non Instructor Cert Contract	366,366
	1300	Instructors Hourly	82,000
	1400	Non Instructor Certificated Hrly	236,308
	_ 		705,674
2	2100	Classified Contract	1,424,952
	2200	Classified Instr Contract	117,161
	2300	Classified Hourly Non Instr	1,087,318
	2400	Class Instr Hourly	87,566
			2,716,997
3	3000	Employee Benefits Holding	164,332
<u></u>	3100	STRS Retirement	36,401
	3200	PERS Retirement	190,566
]	3300	OASDI	125,495
	3400	Health and Welfare	500,839
	3500	Unemployment Insurance	21,313
	3600	Workers Compensation	32,936
			1,071,882
4	4200	Reference Books	2,000
	4300	Supplies	507,802
	4600	Fuel Oil Repair Parts	300
			510,102
5	5001	Indirect Expense Chargeback	35,615
	5200	Travel	59,984
	5300	Subscriptions Dues Memberships	7,500

TENTATIVE BUDGET

Orange Coast College

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
5	5400	Insurance	69,679
	5500	Utilities	2,161
	5600	Rent Leases Repairs	125,940
	5700	Legal Election Audit	40,000
	5800	Other Operating	369,507
	5900	Other	652,326
	<u> </u>		1,362,712
6	6200	Building Improvements	10,000
	6400	Equipment	527,384
			537,384
7	7500	Student Financial Aid	48,196
	7600	Other Payments To For Students	520,579
			568,775
			7,473,526

TENTATIVE BUDGET Golden West College

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
1	1200	Non Instructor Cert Contract	633,644
	1300	Instructors Hourly	262,931
	1400	Non Instructor Certificated Hrly	257,279
			1,153,854
_ 2	2100	Classified Contract	1,302,584
	2200	Classified Instr Contract	42,500
	2300	Classified Hourly Non Instr	729,013
	2400	Class Instr Hourly	12,560
			2,086,657
_ 3	3000	Employee Benefits Holding	106,861
	3100	STRS Retirement	59,785
	3200	PERS Retirement	149,484
	3300	OASDI	110,513
	3400	Health and Welfare	428,418
	3500	Unemployment Insurance	21,526
	3600	Workers Compensation	31,944
			908,531
4	4300	Supplies	879,632
			879,632
5	5001	Indirect Expense Chargeback	10,009
	5100	Personal and Consultant Svcs	17,783
	5200	Travel	62,056
	5300	Subscriptions Dues Memberships	2,521
	5600	Rent Leases Repairs	115,069
	5700	Legal Election Audit	188

TENTATIVE BUDGET

Golden West College

Fund	120	Restricted General Fund	
*. ,			2012/2013 Tentative Budget
5	5800	Other Operating	227,430
	5900	Other	519,015
	:		954,071
6	6200	Building Improvements	23,890
	6400	Equipment	160,160
			184,050
7	7500	Student Financial Aid	11,684
	7600	Other Payments To For Students	124,114
]		135,798
]		6,302,593

TENTATIVE BUDGET

Coastline Community College

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
1	1100	Instructor Contract	501,110
	1200	Non Instructor Cert Contract	102,360
	1300	Instructors Hourly	327,561
	1400	Non Instructor Certificated Hrly	260,238
			1,191,269
2	2100	Classified Contract	3,601,725
	2300	Classified Hourly Non Instr	390,341
	2400	Class Instr Hourly	88,680
			4,080,746
3	3000	Employee Benefits Holding	1,281,984
	3100	STRS Retirement	38,946
	3200	PERS Retirement	64,172
	3300	OASDI	47,933
	3400	Health and Welfare	217,019
	3500	Unemployment Insurance	11,012
	3600	Workers Compensation	15,856
			1,676,922
4	4300	Supplies	434,381
	<u> </u>		434,381
5	5001	Indirect Expense Chargeback	178,529
	5100	Personal and Consultant Svcs	236,566
	5200	Travel	81,166
	5300	Subscriptions Dues Memberships	11,139
	5500	Utilities	80,640
	5600	Rent Leases Repairs	1,429,899

TENTATIVE BUDGET

Coastline Community College

Fund	120	Restricted General Fund	
			2012/2013 Tentative Budget
5	5800	Other Operating	466,982
	5900	Other	307,896
			2,792,817
6	6400	Equipment	201,484
;			201,484
7	7300	Interfund Transfer Out	50,000
	7500	Student Financial Aid	10,500
	7600	Other Payments To For Students	129,442
			189,942
			10,567,561

TENTATIVE BUDGET District Wide Operations

Fund	120	Restricted General Fund	
<u> </u>			2012/2013 Tentative Budget
5	5600	Rent Leases Repairs	86,000
	5800	Other Operating	203,512
	<u> </u>		289,512
			289,512

BUDGET ALLOCATION MODEL

TENTATIVE BUDGET ALLOCATION 2012-2013

6/6/2012 15:37

ESTIMATED INCOME

UNRESTRICTED REVENUES

I. DISTRICTWIDE ENDING BALANCE (WITHOUT CAMPUS BALANCES)					18,211,920
DISTRIBUTION OF ENDING BALANCE	RESERVE FOR CONTINGENCY (5.5%) ELECTION CONTRACTUAL CARRY OVER CONTRACT/GRANT DEVELOPMENT RAINY DAY FUND RETIREE HEALTH BENEFITS REDISTRICTING EFR/ENP PAYOUT DEFICIT		11,600,000 500,000 325,000 65,000 8,211,252 0 0 269,000 -2,758,332	18,211,920	
II. UNRESTRICTED REVENUES					164,139,985
A. FTÉ REVENUES +(DEFICIT CO EFFICIENT 5,423,578) 1) GENERAL 2) LOCAL PROPERTY TAXES 3) ENROLLMENT FEES (\$46/UNIT) B. OTHER GENERAL REVENUES			55,552,884 84,161,607 13,481,100	158,619,169 5,520,816	
 1) STATE a) LOTTERY INCOME @ \$ b) 2% ENROLLMENT ADMI C) PART TIME FACULTY PA 2) LOCAL a) INTEREST INCOME b) JOINT USE DEVELOPME c) LA HABRA RENTALS d) KOCE DEBT PAYMENT 	NISTRATION ARITY	3,634,132 182,000 745,184 180,000 210,000 69,500 500,000	4,561,316 959,500	0192010	

CURRENT YEAR ESTIMATED REVENUE

164,139,985

DISTRICTWIDE EXPENSES (ADMIN 9)

RELEASE TIME POSITIONS (94300X, 943209, 943010, 94380X) LEGAL/CONSULTING FEES (96062X, 96092X) DIS MAINTENANCE (963501, 966140, 967001) DIS CAPITAL PROJECTS (963863) DIS SYSTEM IMPROVEMENT (963801) STUDENT RECRUITMENT / COUNCIL (969010, 969020, 969101) D/W PRINTING (980630, 981630, 981635) EMPLOYEE RECRUIT / HR STUDIES (9819XX, 982001) D/W SERVICES (960720,964520,980610,980611,980620,980900) D/W SEWER (986900) MEMBERSHIPS (980625) FISCAL AUDIT (960610) PROPERTY CASUALTY INSURANCE (980300)	1,124,862 763,600 2,203,043 311,201 404,073 14,300 26,000 153,600 317,666 105,000 120,000 150,000	EMPLOYEE MANDATES (981815,981920) PROF DEV / RETRN (982301, 982401, 982501, 98260X, 982701) EMPLOYEE RECOGNITION/WELLNESS (960710,982801, 98290) STATE UNEMPLOYMENT INS - LOCAL RETIREE HEALTH BENEFITS - CURRENT (982903) RETIREE HEALTH BENEFITS - PAST SVC LIAB (983101) FIXED ASSET MANAGEMENT (984501, 984502, 963701) D/W PLANNING PROJ (986310, 986320) ENVIRONMENTAL HEALTH & SAFETY (986600) TRANSPORTATION & VEHICLE MAINT (987000) STUDENT TRANSPORTATION (987800) ED SERVICES INDIRECT EXPENSES (969505) * HOLDING FOR PART TIME PARITY FUNDS (980710)	46,500 212,612 48,526 122,000 11,396,200 0 50,000 15,119 527,911 126,263 625,863 56,039 745,184 708,999
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FOR DISTRIBUTION

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SUB TOTAL

6,978,345

SUB TOTAL

14,681,216

CURRENT YEAR TOTAL DISTRICTWIDE EXPENSE (ADMIN 9)

21,659,561

^{*} HOLD FOR DISTRIBUTION TO COLLEGES

FIXED COSTS

CONTINUING FIXED COSTS TRANSFER TO FTES DISTRIBUTION TRANSFER FROM FTES DISTRIBUTION NET CONTINUING FIXED COSTS	ORANGE COAST 551,507 0 1,157,190 1,708,697	GOLDEN WEST 331,807 0 677,526 1,009,333	COASTLINE -1,106,388 0 385,952 -720,436	<u>DISTRICT</u> 13,071,401 0 0 13,071,401	<u>TOTAL</u> 12,848,327 0 2,220,668 15,068,995
APPROVED NEW POSITIONS/TRANSFERS NEGOTIATED INCREASES SALARY DECREASE LONGEVITY ADJUNCT SALARY INCREASES SABBATICAL / PROF DEVELOPMENT	-483,944 20,411	-318,710 10,594	-200,357 3,946	-221,906 -6,493	0 -1,224,917 28,458 0
STEP AND COLUMN INCREASES HEALTH & WELFARE BENEFITS STATUTORY CONTRIBUTION INCREASES NET CONTINUING FIXED COSTS	289,177 699,510 <u>180,281</u> 705,435	142,076 404,031 <u>71,946</u> 309,937	44,323 174,638 <u>14,880</u> 37,430	27,870 121,821 <u>30,333</u> -48,375	503,446 1,400,000 <u>297,440</u> 1,004,427
BUDGET REDUCTIONS	0	0	0	o	0
BASIC ALLOCATION	3,875,136	3,875,136	3,321,545	0	11,071,817
TOTAL	6,289,268	5,194,406	2,638,539	13,023,026	27,145,239

CURRENT YEAR FIXED COSTS

27,145,239

IN 1990 WHEN THE CURRENT MODEL WAS FIRST ADOPTED ACTUAL FACULTY SALARY EXPENDITURES, BOTH CONTRACT AND ADJUNCT, WERE CONSIDERED AS FIXED COSTS. SINCE THAT TIME, WHEN MONEY WAS AVAILABLE, THE NUMBER WAS INCREASED BY THE COST OF ALL SALARY AND HEALTH BENEFIT INCREASES.

FTES CALCULATIONS AND DISTRIBUTION

	ORANGE COAST	GOLDEN WEST	COASTLINE	TOTAL
2012-2013 TARGET CREDIT FTES NET NON-CREDIT FTES (@ 60.13% OF CREDIT) ACTUAL NON-CREDIT FTES	16,834 28 47	9,862 10 16	5,447 177 294	32,143 215
TOTAL FOR DISTRIBUTION % OF TOTAL	16,862	9,872	5,624	3 <u>57</u> 32,358
7.00.107.12	52.11%	<u>30.51%</u>	17.38%	100.00%

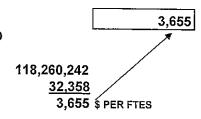
PREVIOUS YEAR'S FTES DISTRIBUTION (INCLUDING GROWTH)

120,480,910

CURRENT YEAR FTES REVENUE DISTRIBUTION (SAME AS PREVIOUS YEAR) WORKLOAD REDUCTION	120,480,910
TRANSFER TO FIXED COST	<u>-2,220,668</u>
TOTAL AVAILABLE FOR DISTRIBUTION	118,260,242

DISTRIBUTION EQUALS TOTAL TARGET FTES DIVIDED INTO TOTAL AVAILABLE REVENUE AND THEN MULTIPLIED BY COLLEGE TARGET FTES

TOTAL AVAILABLE \$ DIVIDED BY TOTAL FTES FOR DISTRIBUTION



FTES REVENUE = FTES X 3,655

F	TES REVENUE	DISTRIBUTION	
Ţ	GOLDEN WEST	COASTLINE	TOTAL

 ORANGE COAST
 GOLDEN WEST
 COASTLINE

 61,626,312
 36,079,644
 20,554,286

CURRENT YEAR TOTAL FTES DISTRIBUTION

118,260,242

118,260,242

TOTAL 2012-2013 BASE ALLOCATION

ORANGE COAST GOLDEN WEST	FIXED <u>COSTS</u> 6,289,268 5,194,406	FTES <u>REVENUE</u> 61,626,312 36,079,644	2012-2013 BASE <u>FUNDING</u> 67,915,580 41,274,049	% OF TOTAL UNREST REV 40.65% 24.71%
COASTLINE	2,638,539	20,554,286	23,192,826	13.88%
DISTRICT OFFICE	13,023,026		13,023,026	7.80%
DISTRICTWIDE (ADMIN 9)	21 ,659,561		21,659,561	12.96%
TOTAL	48,804,800	118,260,242	167,065,042	100.00%

FUNDING PER FTES

	ALLOCATION	BASE ALLOCATION	BALANCE	FUNDING / FTES (WITHOUT BASE)
OCC GWC CCC	67,915,580 41,274,049 23,192,826	3,875,136 3,875,136 3,321,545	64,040,444 37,398,913 19,871,281	3,798 3,788 3,533
	132,382,455	11,071,817	121,310,638	3,749

TOTAL FUNDING WITH ADMIN 9 ALLOCATION (INFORMATION ONLY)

			TOTT OTTETY	
	TOTAL	ADMIN 9	TOTAL	FUNDING
	FUNDING	ALLOCATION	ALLOCATION	PER FTES
occ	67,915,580	10,116,686	78,032,266	4,628
GWC	41,274,049	6,148,171	47,422,221	4,804
CCC	23,192,826	3,454,797	26,647,623	4,738
DIST	13,023,026	1,939,906	14,962,932	.,

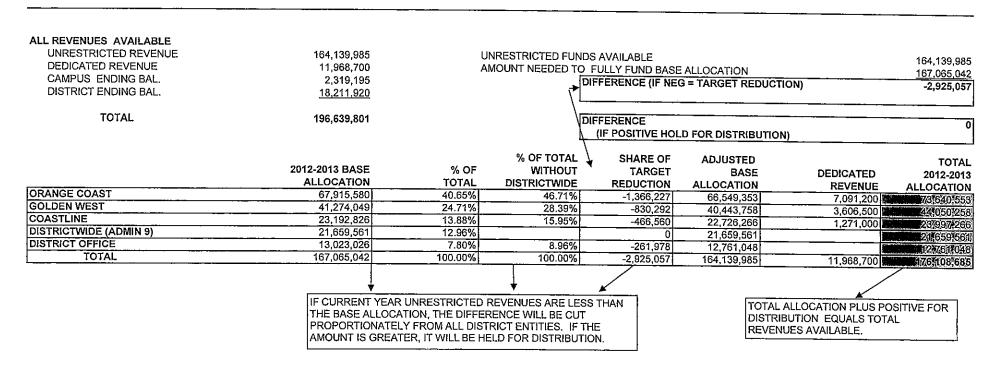
DEDICATED REVENUE

SOURCE	ORANGE COAST	GOLDEN WEST	COASTLINE	TOTAL
CONTRACT ED COSMETOLOGY SUBLEASE/RENTALS EARLY CHILDHOOD TRANSCRIPT FEES NON-RESIDENT TUITION CLASS AUDIT FEES LIBRARY FINES NON-RES APP FEE BOOKSTORE OTHER STUDENT FEES TELECOURSE PRODUCTION PARKING FINES ENTERPRISE REIMBURSEMENTS EXTENDED EDUCATION OTHER INCOME	30,000 0 1,300,000 444,200 50,000 4,350,000 1,000 6,000 10,000 0 0 400,000 500,000 0	0 70,000 1,190,000 0 60,000 1,300,000 0 6,000 300,000 13,000 0 170,000 487,500 0	0 0 140,000 0 70,000 510,000 0 1,000 300,000 0 250,000	30,000 70,000 2,630,000 444,200 180,000 6,160,000 17,000 600,000 13,000 250,000 987,500 0
TOTALS	7,091,200	3,606,500	1,271,000	11,968,700

CURRENT YEAR TOTAL DEDICATED REVENUE

11,968,700

2012-2013 TOTAL GENERAL FUND ALLOCATION



			401A-2010
			ALLOCATION
		ORANGE COAST	73,640,553
		GOLDEN WEST	44,050,258
		COASTLINE	23,997,266
DISTRICTWIDE ENDING BALANCE	18,211,920	DISTRICTWIDE (ADMIN 9)	21,659,561
TOTAL ENTITY BALANCES	2,319,195	DISTRICT OFFICE	12,761,048
TOTAL ALLOCATION	176,108,685	RESERVE & TRANSFERS	<u>2</u> 0,531,115
TOTAL BUDGET	196,639,800	TOTAL	196,639,801
			• • •

2012-2013

HEALTH BENEFITS REPORT

CCCD HEALTH BENEFITS REPORT 2012-2013 TENTATIVE BUDGET

MEDICAL PLANS				- -						
MONTHS	2007-08	2008-09	2009-10	2010-11	2011-12	DIFFERENCE	%	**DDO IFOTED	Control of the Contro	6/8/201
	ACTUAL	ACTÚAL	ACTUAL	ACTUAL	ACTUAL	11-12-to	(+ OP)	PROJECTED % INCREASE	PROJECTED	PROJECTED
material and the state of the s	as the one of the same					10-11		FOR 2012-13	STOTAL	\$ INCREASE
SELF INSURED MEDICAL P							100 - 400 mms, 1478 1788 1788 1783 150 30		FOR 2012-13	FOR 2012-13
JULY	\$705,041	\$716,138	\$868,178	\$1,263,274	\$821,743	(\$441,531)	-34.95%	0.00%	£007.000	T "
AUGUST	926,666	983,547	880,789	1,013,893	950,879	(\$63,014)	-6.22%	0.00%	\$827,830	\$6,08
SEPTEMBER	800,773	1,111,553	1,097,892	1,057,998	1,414,991	\$356,993	33.74%	0.00%	\$961,423 \$1,238,741	\$10,54
OCTOBER	970,851	932,191	810,021	731,743	768,700	\$36,957	5.05%	0.00%		(\$176,25
NOVEMBER	880,450	724,117	827,418	1,344,263	723,757	(\$620,506)	-46.16%	0.00%	\$776,080	\$7,38
DECEMBER	423,536	376,407	389,983	684,845	415,339	(\$269,506)	-39.35%	0.00%	\$730,705 \$419,326	\$6,94
JANUARY	1,231,733	1,239,669	1,407,278	1,024,299		\$5,945	0.58%	0.00%		\$3,98
FEBRUARY	1,547,630	757,328	762,132	709,443	860,862	\$151,419	21.34%	0.00%	\$1,040,134 \$869,126	\$9,890
MARCH	957,875	880,284	1,269,639	858,287	####919,649	\$61,362	7.15%	0.00%	\$928,478	\$8,264
APRIL	912,723	1,013,496	779,900	1,017,645	249,311	\$231,666	22.76%	0.00%	\$1,258,804	\$8,829
MAY	951,760	924,605	894,693	991,586		(\$161,981)	-16.34%	0.00%	\$837,569	\$9,493
JUNE	792,134	1,105,839	813,522	840,094	800,000	(\$40.094)	-4.77%	0.00%	\$807,680	\$7,964
EXCESS CLAIMS	-702,734	-406,977	-268,210	-485,524	-190,790	\$294,734	0.00%	0.00%	\$0	\$7,680
TOTAL	10,398,438	10,358,197	10,533,235	11,051,846	10,594,290	-457,556	-4.14%	0.00%	10,695,896	\$0
AVERAGE	866,537	863,183	877,770	920,987	882,858	-38,130	-4.14%	0.96%	891,325	\$101,606
PRESCRIPTION DRUG PRO	- · · · · · · · · · · · · · · · · · · ·							0.3078	091,323	\$8,467
12 MONTHS	5,088,954	5,644,419	6,514,966	6,607,767	###79131 481	\$523,714	7.93%	0.96%	\$7,199,943	#CO 100
AVERAGE	424,080	470,368	542,914	550,647	594,290	\$43,643	7.93%	0.96%	\$599,995	\$68,462
PRESCRIPTION ADMINISTR		-			<u> </u>	**************************************		0.3078	\$099,995	\$5,705
12 MONTHS	20,509	12,366	13,890	15,897	建	(\$3,531)	-22.21%	0.00%	\$12,366	\$0
STOP-LOSS INSURANCE						<u> </u>		0.0070	Ψ12,300	\$0
12 MONTHS	835,358	940,620	928,026	710,670	672,799	(\$37,871)	-5.33%[4.61%	\$703,821	#24 A20
ADMINISTRATIVE FEE - PC							3,50,701	1.0,170	Ψ103,021	\$31,022
12 MONTHS	492,823	510,094	542,885	550,682	507,276	(\$43,406)	-7.88%	3.51%	\$525,081	\$17,805
CONSULTANT FEE - DRIVE									ΨΟΣΟ,ΟΟΙ	<u>Φ17,603</u>
12 MONTHS	55,000	55,000	55,000	55,000	41,250	(\$13,750)	-25.00%	0.00%	\$41,250	\$0
CONVERSION FEE									Ψ+1,200]	
12 MONTHS	6,387	6,217	5,968	5,399	4,832	(\$567)	-10.50%	0.00%	\$4,832	\$0
TOTAL SELF INSURED MED	ICAL PLAN.		Talling and Alberta State of the Control of the Con	e i se	الله الله الله الله الله الله الله الله	[2] [2] [2] [2] [2] [2] [2] [2] [2] [2]			1-16-72-16-7-7-16-6-16-6-16-6-16-6-16-6-	Military Charles Commence
12 MONIHS	16,897,469	17,526,913	18,593,970	18,997,261	18,964,294	-32,967	-0.17%	1:15%	19,183,189	218.89
12 MONTHS #OF:EMPLOYEES(# PER/EMPLOYEE(COST)	1,398	1,390	1,367	-1,330	1,305				40205	
ALE MELOWEE COST	12,087	12,609.	13,602	14,284	14,532		计算是数据		14.700	
KAISER	0.400.0461		~~~~					1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	action of the strain of the st	anasalmanna relativation la la
12 MONTHS	2,466,019	2,747,396	3,096,944	3,364,460	3,526,876	162,416	4.83%	17.62%	\$4,148,404	621,528
JNITED HEALTH CARE									ψ1,110,104	021,020
12 MONTHS	4,961,678	5,786,161	6,533,757	6,973,361	mm7;27,6;19;1	302,830]	4.34%	6,21%	\$7,728,093	451,902
OTAL HMO	· 经企业公司		radio		A Property Control	通过数据的			PERSONAL PROPERTY.	401,302
HZ/MONIHS	7,427,697	8,533,5574	9;630,701	/10,337,821	10,803,067	465,246	4:50%	9.94%	11:876:497	1,073,429
121MONTHS 1 OF EMPLOYEES PERIEMPLOYEE COST	新年行秦811 。	-/ 888 	883		832					i;U/i3;4Z
CHAIRMEROMENCOSTANTA	9,159	N# 109,6101		11,979	12/984	Was also be to the			1/2075	
IOITALSALLIMEDICAL PLAN 12 MONTHS OF EMPLOYEES	ON THE REAL PROPERTY.	CHILDREN.	经数据的 对数据				A CONTRACT THE			
OF EMPLOYEES	24,325,166	%26,060;470 %	28;224;671	29,335,082	29,767,361	432,279	1.47%	4'34%	31/059/687	1,292,326
PER EMPLOYEE COST	2,209	2,278	2,250	2 193	2 137		为1. 12. 2000 (100 Jan 1976)		412(137)	
LIN LIVIELUTEEROOOM - AND	asawaran Sengua 2 你們	<u> </u>	12,544	13,377	13,930				14.534	2000年1月2日 1月2日

CCCD HEALTH BENEFITS REPORT 2012-2013 TENTATIVE BUDGET

MONTHS 2007-08-1, 2008-09 2009-10 2010-11 2013-12 2015-12 EFERENCE SPOJECTED PROJECTED SINGREASE ACTUAL A	SECURIOR DESCRIPTION OF THE PROPERTY OF THE PR	SELECTION ASSESSMENT OF THE PERSON ASSESSMENT									
SELF INSURED DENTAL PLAN CLAIMS SELF INSURED DENTAL PLAN CLAIMS 12 MONTHS	WONIAS	are the large and the same of the large and	AND THE PARTY OF T	the same of the sa	Salting at their District of the Control of the Con	· · · · · · · · · · · · · · · · · · ·	to the affective to two costs in heavy instantion and the	%	PROJECTED:	PROJECTED	ROSECTED
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12 MONTHS	SELF INSURED DENTAL P	LAN CLAIMS	STATE OF THE PARTY.		Partie Land	il sale at a	1. 7. 10-11	1. (4) S. 20 4. 1	FOR 2012-13		
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VISION SERVICE PLANVISION SERVICE PLAN ADMINISTRATIVE FEE 12 MONTHS 388,259 384,770 881,394 367,522 381,394 1,206 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.98 2.06 ### 1.966 1.98 2.06 ### 1.966 2.06 ### 1.967 1.968 2.06 ### 1.968 2.06 #	#IOF EMPLOYEES	2.076				1 O524 W	(\$142,072)	-4.87%	4.88%	\$2,910,448	135,299
VISION SERVICE PLANVISION SERVICE PLAN ADMINISTRATIVE FEE 12 MONTHS 388,259 384,770 881,394 367,522 381,394 1,206 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.978 1.944 1.857 1.978 ### 1.965 1.98 2.06 ### 1.966 1.98 2.06 ### 1.966 2.06 ### 1.967 1.968 2.06 ### 1.968 2.06 #	PER EMPLOYEE COST	1,259	CONTRACTOR OF THE PARTY OF THE	· · · · · · · · · · · · · · · · · · ·	1 441	1421				1,953	
12 MONTHS						er en same e de étables — e désiNe	SAME SERVICE TO THE PARTY OF TH	en en traditionale de la company	N. T. S. C. S.	490:	
## Topic Properties 1,965 1,978 1,944 1,857 1,9776 1,965	VISION SERVICE PLAN/VIS	ION SERVICE PL	AN ADMINISTI	RATIVE FEE							
PERICHMPLOYEE S. 1,965 1,945 1,944 1,857 1,776 2,06 1,976 1,975		388,259	384,770	381,394	367,522	##366.466I	-1.056	-0.29%	E 0E9/	#200 070 l	
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12 MONTHS			\$1,093,745	\$1,120,141	\$973,684	\$741,358	(\$232,326)	-23.86%	0.00%	\$741.358	0.2
CARE RESOURCES 12 MONTHS			400 (00)							***************************************	Ψ0
12 MONTHS		457,830	480,136	493,722	388,131	298,433	(\$89,698)	-23.11%	0.00%	\$298,433	\$0
MEDICARE REIMBURSEMENT 49,410 49,410 49,410 40,927 412,797 \$2,870 0.00% \$4412,797 \$0 MISC. 12 MONTHS 0 0 0 0 0 \$0 </td <td></td> <td>45 3031</td> <td>47 E70</td> <td>40.4641</td> <td>40.440</td> <td>reno pormida acasa.</td> <td></td> <td></td> <td></td> <td></td> <td></td>		45 3031	47 E70	40.4641	40.440	reno pormida acasa.					
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MISC. 12 MONTHS 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			331 701	347 043	400 027	185213AAQ17Q7J			· · · · · · · · · · · · · · · · · · ·		
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REBATES 192,662 498,896 749,836 827,353 749,836 (256,863) -31.05% 0.00% \$570,490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0					.,,,,		2 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1	(No. 1921/19:04/09:05)	0.0076	1,500,829	\$0
REBATES 192,662 498,896 749,836 827,353 4 570,490 (256,863) -31.05% 0.00% \$570,490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	TOTAL ALL PLANS	29,208,829	31,148,464	33,484,106	34,439,983	34,409,805	-30.178	20 09%	4 24 94 94	LIET SEIDENINGERISCH	ALCOHOL AND A CONTROL OF
EMPLOYEE CONTRIB 2,929,959 3,349,974 3,399,248 3,473,881 3,475,691 1,810 0.05% 11.08% \$3,860,691 385,000 NET COST - ALL PLANS 26,086,208 27,299,594 29,335,022 30,138,749 30,363,624 224,875 0.75% 3.51% 31,428,054 1,064,431 #OFEMBLOYEE 2,172 2,203 2,176 2,117 2,079 2,079							,,,,		A COLUMN TO SERVICE TO BE THE POST OF THE PROPERTY.		13449,431
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NET COST. ALL PLANS 26,086,208 27,299,594 29,335,022 30,138,749 30,363,624 224,875 0.75% 3.51% 31,428,054 1,064,431 #.OFIEMPLOYEE 2,172 2,203 2,176 2,117 2,079	EMPLOYEE CONTRIB	2,929,959	3,349,974	3,399,248	3,473,881 淵	3,475,691	1,810				385 000
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#.OF.EMRLOYEE 2:172 2:203 2:176 2:117 2:079	NEI COST-ALL PLANS	26,086,208	27,299,594	29,335,022	30,138,749	30,363,624	224,875	0.75%	3.51% Ex	31,428,054	1:064.431
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CCCD HEALTH BENEFITS REPORT 2012-2013 TENTATIVE BUDGET

PROJECTIONS PROVIDED BY ALLIANT INSURANCE SVCS FOR 2012-2013 AS OF 4/27/12 BASED ON PAID CLAIMS.

		MONTHLY	T	MONTHLY	<u> </u>
MEDICAL	SINGLE	RATE	FAMILY	RATE	TOTAL
SELF INSURED	628	\$606.03	677	\$1,799.13	\$19,183,179
KAISER	117	\$551.71	196	\$1,434,44	\$4,148,404
UNITED HEALTH CARE	139	\$556.46	380	\$1,491,21	\$7,728,093
TOTAL	884		1,253	71,101121	Ψ1,120,000
TOTAL MEDICAL					\$31,059,675
DENTAL I	668	\$124.19	4 2051	040440	
VISION	598	\$17.42	1,285	\$124.19	\$2,910,448
OTHER INSURANCE		Ψ17.42	1,259	\$17.42	\$388,273
O THE CHICO. GAMOL	<u></u>				\$1,500,829

TOTAL PROJECTED WITHOUT RESERVE FOR RUNOUT CLAIMS	\$35,859,225
FUNDS AVAILABLE FROM EMPLOYEES, RETIREES & REBATES	\$4, 4 31,181
GENERAL FUND CONTRIBUTION REQUIRED FOR HEALTH INSURANCE	\$31,428,044
# OF EMPLOYEES COVERED	2,079
PER EMPLOYEE COST FOR 2012-13	15,117
NET \$ INCREASE FROM ACTUAL 2011-12 TO PROJECTED COST FOR 2012-13	\$1,064,420
NET % INCREASE FROM ACTUAL 2011-12 TO PROJECTED COST FOR 2012-13	3.51%
NET \$ INCREASE FROM BUDGETED 2011-12 TO PROJECTED COST FOR 2012-13	\$414,351
NET % INCREASE FROM BUDGETED 2011-12 TO PROJECTED COST FOR 2012-13	1.51%
AVAILABLE RESERVE AS OF 6/30/12 FOR RUNOUT CLAIMS	\$2,415,761
PROJECTED RESERVE REQUIRED FOR IBNR MEDICAL CLAIMS AS OF 6/30/12	\$2,251,778

DISTRICT ADMINISTRATION IS RECOMMENDING FUNDING OF \$ 15,000.00 PER EMPLOYEE

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JOB SPECIFICATION

SECRETARY OF THE BOARD OF TRUSTEES	Range:	G-26
	Spec ID:	93184
	Class:	Management
	Date:	02/2009

DEFINITION:

Under the general direction of the Board of Trustees who hires and evaluates the Board Secretary and the direction of in consultation with the Chancellor, to manage and oversee the day-to-day operations of the Office of the Board of Trustees; serve as Custodian of Records for Board approved documents and contracts; serve as Advisor to the Student Trustee and the District Student Council; record and maintain the official records and correspondence of the Board of Trustees; review, receive, and provide legal notices; certify official minutes, resolutions, and excerpts; develop and implement the operational procedures for the support staff of the office; direct the preparation and maintenance of Board Policies and Administrative Procedures, including archives; serve as a representative of the Board and Chancellor on strategic committees and task forces to advance the District mission, goals, and objectives; work with and provide support to the members of the Board and the Chancellor as required; handle public record requests; and to perform other related job duties as assigned.

EXAMPLES OF DUTIES: Duties may include, but are not limited to, the following:

- a. Serve as Secretary of the Board and District Custodian of Official-Records.
- b. Assist the Board Clerk and Board President on behalf of the Board in the performance of his/her official duties.
- c. Maintain and update the Board of Trustees' Directives Log.
- d. Perform duties and responsibilities of Advisor to the Student Trustee and District Student Council.
- e. Direct and supervise the recording and maintenance of the official records and correspondence of the Office of the Board of Trustees.
- f. Certify, as legally required, all Board of Trustees' actions.
- g. Assist the Board of Trustees in coordinating community and legislative priorities and serve as a representative of the Board and Chancellor on strategic committees and task forces to advance the District mission, goals, and objectives.
- h. Provide support for the Board, Board Clerk, and Board President; and maintain records for all Board committees.
 - i. Develop and implement procedures for preparation of the District's Board agendas, minutes and all official notices of meetings of the Board of Trustees.
- j. Under the direction of the Board Clerk, and Board President, and the Chancellor, to oversee and authorize the process for the submission of requests for Board agendas from district-wide personnel, students, and the public in compliance with all-legal requirements, including State and Federal law, the Education Code, and the Brown Act.
 - k. Compose and assign agenda items, in consultation with the Board Clerk, Board President, General Counsel, and the Chancellor, for all regular and special meetings, and closed sessions, of the Board of Trustees.
- 1. Supervise preparation and distribution of the Board agendas and minutes to recipients in a timely manner to meet legal requirements and procedural deadlines.
- m. Attend all meetings of the Board of Trustees and record actions and votes taken; direct the order of the meeting, offer parliamentary consultation, and assist in advising the Board regarding legal requirements

- and rules of order.
- n. Provide assistance and follow up on Board meeting actions requiring correspondence or notification to public agencies, District personnel, and the public, as appropriate.
- o. Serve as designated official to sign, when authorized by law or Board action, documents that would otherwise require the signature of the Board or Board Clerk.
- p. Serve as a resource to the Board on matters pertaining to protocol, procedures, and responsibilities.
- q. Supervise, train, and evaluate assigned staff.
- r. Oversee the preparation of correspondence, reports, and other materials for the members of the Board.
- s. Maintain the Board Policies and Administrative Procedures Manual, including both historical records; ensure that current information is accessible online for access by staff and other authorized users.
- t. Maintain various records, files, and data bases on computer.
- Prepare extensive and comprehensive reports, including researching, compiling, and analyzing data for special projects and reports.
- v. Initiate and respond to a wide range of responsible, personal contacts with the public, administration, faculty, staff, and students requiring sensitivity, exercise of good judgment, and knowledge of applicable policies, procedures, and regulations.
- w. Handle with discretion matters of a confidential nature.
- x. Receive and respond to complaints from constituents and route to Chancellor's Office for follow up and resolution.
- y. Oversee implementation of the District's Employee Service recognition Recognition Program, including recognition of retirees by the Board of Trustees.
- z. Develop the annual budget for the Board of Trustees and the Office of the Board of Trustees.
- aa. Coordinate support to the Chancellor in the absence of his/her support staff.
- bb.aa. Operate a variety of modern office equipment, including computers and peripheral equipment, utilizing applications such as word processing, spreadsheet, and data base programs.
- ee.bb. Record and transcribe minutes at various meetings, including official Board meeting, when required.
- dd.cc. Oversee other special projects as assigned by the Chancellor or members of the Board of Trustees.
- ee.dd. Perform other related job duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- 1. Principles and methods of management and office administration.
- 2. Federal, state and local laws and regulations related to official meetings, such as Education Code, <u>Public Records Act</u>, Brown Act, <u>etc.</u>, and issues related to the governing and reporting operations of Californian Community Colleges/ Districts.
- 3. Organizational and management practices.
- 4. Administrative organization, as well as the methods and techniques of management and supervision.
- 5. Data processing functions and utilization of computers for word processing, spreadsheet, and data base programs for reporting and record keeping procedures.
- 6. Principles of budget development and management.
- 7. Standard parliamentary procedures governing official meetings, i.e. Roberts such as Sturgis Rules of Order and ability to direct a meeting, offer parliamentary consultation, and oversee all legal requirements.

Ability to:

- 8. Plan, organize, schedule, and coordinate assigned activities and staff.
- Supervise and direct the recording and maintenance of official records according to legal and procedural requirements.
- 10. Handle with discretion matters of a personal and confidential nature with members of the Board of Trustees, staff, and the public.

- 11. Represent the Board and the Chancellor on committees, action groups, and legislation task forces to advance the District mission, goals, and objectives.
 - 12. Participate in and coordinate the planning and evaluation of the activities of the Board and the Chancellor, including review and input of district-wide goals and objectives and facilitate success measures to improve and establish new goals and objectives.
 - 13. Communicate effectively, orally and in writing, with a wide range of contacts, including state <u>and</u>, local officials, college administrators, and members of the community.
 - 14. Analyze and effectively resolve problems, providing alternative solutions when appropriate.
 - 15. Interpret and communicate District policies and procedures.
 - 16. Conduct research and prepare effective reports.
 - 17. Record and accurately transcribe complex minutes.
 - 18. Establish and maintain effective relationships with those contacted in the course of work.

Education and Experience:

- 19. Possession of a Bachelor's degree from an accredited institution in Business Administration, Public Administration, Education or a closely related field.
- 20. At least five years of directly related experience, with at least two years in a lead or supervisory role.
- 21. Or, any combination of experience and education that provide the required equivalent qualifications.

DESIRABLE QUALIFICATIONS

- 22. Possession of a Master's degree from an accredited institution in Business Administration, Public Administration, Education Management, or related field.
- 23. Willing to use personal vehicle in the course of work, for which a monthly mileage allowance is provided.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

- 24. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- 25. The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job.
- 26. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

BOARD APPROVAL DATE:

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JOB SPECIFICATION

SECRETARY OF THE BOARD OF TRUSTEES	Range:	G-26
	Spec ID:	93184
	Class:	Management
	Date:	02/2009

DEFINITION:

Under the general direction of the Board of Trustees who hires and evaluates the Board Secretary and in consultation with the Chancellor, to manage and oversee the day-to-day operations of the Office of the Board of Trustees; serve as Custodian of Records for Board approved documents and contracts; serve as Advisor to the Student Trustee and the District Student Council; record and maintain the official records and correspondence of the Board of Trustees; review, receive, and provide legal notices; certify official minutes, resolutions, and excerpts; develop and implement the operational procedures for the support staff of the office; direct the preparation and maintenance of Board Policies and Administrative Procedures, including archives; serve as a representative of the Board on strategic committees and task forces to advance the District mission, goals, and objectives; work with and provide support to the members of the Board and the Chancellor as required; handle public record requests; and to perform other related job duties as assigned.

EXAMPLES OF DUTIES: Duties may include, but are not limited to, the following:

- a. Serve as Secretary of the Board and District Custodian of Records.
- b. Assist the Board Clerk and Board President on behalf of the Board in the performance of his/her official duties.
- c. Maintain and update the Board of Trustees' Directives Log.
- d. Perform duties and responsibilities of Advisor to the Student Trustee and District Student Council.
- e. Direct and supervise the recording and maintenance of the official records and correspondence of the Office of the Board of Trustees.
- f. Certify, as legally required, all Board of Trustees' actions.
- g. Assist the Board of Trustees in coordinating community and legislative priorities and serve as a representative of the Board and Chancellor on strategic committees and task forces to advance the District mission, goals, and objectives.
- h. Provide support for the Board, Board Clerk, and Board President; and maintain records for all Board committees.
- i. Develop and implement procedures for preparation of the District's Board agendas, minutes and all official notices of meetings of the Board of Trustees.
- j. Under the direction of the Board Clerk, Board President, and Chancellor, oversee and authorize the process for the submission of requests for Board agendas from district-wide personnel, students, and the public in compliance with legal requirements, including State and Federal law, the Education Code, and the Brown Act.
- k. Compose and assign agenda items, in consultation with the Board Clerk, Board President, General Counsel, and the Chancellor, for all regular and special meetings, and closed sessions, of the Board of Trustees.
- I. Supervise preparation and distribution of the Board agendas and minutes to recipients in a timely manner to meet legal requirements and procedural deadlines.
- m. Attend all meetings of the Board of Trustees and record actions and votes taken; direct the order of the meeting, offer parliamentary consultation, and assist in advising the Board regarding legal requirements

- and rules of order.
- n. Provide assistance and follow up on Board meeting actions requiring correspondence or notification to public agencies, District personnel, and the public, as appropriate.
- o. Serve as designated official to sign, when authorized by law or Board action, documents that would otherwise require the signature of the Board or Board Clerk.
- p. Serve as a resource to the Board on matters pertaining to protocol, procedures, and responsibilities.
- q. Supervise, train, and evaluate assigned staff.
- r. Oversee the preparation of correspondence, reports, and other materials for the members of the Board.
- s. Maintain the Board Policies and Administrative Procedures Manual, including both historical records; ensure that current information is accessible online for access by staff and other authorized users.
- t. Maintain various records, files, and data bases on computer.
- u. Prepare extensive and comprehensive reports, including researching, compiling, and analyzing data for special projects and reports.
- v. Initiate and respond to a wide range of contacts with the public, administration, faculty, staff, and students requiring sensitivity, exercise of good judgment, and knowledge of applicable policies, procedures, and regulations.
- w. Handle with discretion matters of a confidential nature.
- x. Receive and respond to complaints from constituents and route to Chancellor's Office for follow up and resolution.
- y. Oversee implementation of the District's Employee Service Recognition Program, including recognition of retirees by the Board of Trustees.
- z. Develop the annual budget for the Board of Trustees and the Office of the Board of Trustees.
- aa. Operate a variety of modern office equipment, including computers and peripheral equipment, utilizing applications such as word processing, spreadsheet, and data base programs.
- bb. Record and transcribe minutes at various meetings, including official Board meeting, when required.
- cc. Oversee other special projects as assigned by the Board of Trustees.
- dd. Perform other related job duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- 1. Principles and methods of management and office administration.
- 2. Federal, state and local laws and regulations related to official meetings, such as Education Code, Public Records Act, Brown Act, and issues related to the governing and reporting operations of California Community College Districts.
- 3. Organizational and management practices.
- 4. Administrative organization, as well as the methods and techniques of management and supervision.
- 5. Data processing functions and utilization of computers for word processing, spreadsheet, and data base programs for reporting and record keeping procedures.
- 6. Principles of budget development and management.
- 7. Standard parliamentary procedures governing official meetings, such as Sturgis Rules of Order and ability to direct a meeting, offer parliamentary consultation, and oversee all legal requirements.

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- 11. Represent the Board on committees, action groups, and legislation task forces to advance the District mission, goals, and objectives.

- 12. Participate in and coordinate the planning and evaluation of the activities of the Board and the Chancellor, including review and input of district-wide goals and objectives and facilitate success measures to improve and establish new goals and objectives.
- 13. Communicate effectively, orally and in writing, with a wide range of contacts, including state and, local officials, college administrators, and members of the community.
- 14. Analyze and effectively resolve problems, providing alternative solutions when appropriate.
- 15. Interpret and communicate District policies and procedures.
- 16. Conduct research and prepare effective reports.
- 17. Record and accurately transcribe complex minutes.
- 18. Establish and maintain effective relationships with those contacted in the course of work.

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- 19. Possession of a Bachelor's degree from an accredited institution in Business Administration, Public Administration, Education or a closely related field.
- 20. At least five years of directly related experience, with at least two years in a lead or supervisory role.
- 21. Or, any combination of experience and education that provide the required equivalent qualifications.

DESIRABLE QUALIFICATIONS

- 22. Possession of a Master's degree from an accredited institution in Business Administration, Public Administration, Education Management, or related field.
- 23. Willing to use personal vehicle in the course of work, for which a monthly mileage allowance is provided.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

- 24. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- 25. The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job.
- 26. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

BOARD APPROVAL DATE:

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of July 1, 2012, or the execution of the Agreement by both parties (the "Effective Date") between Coast Community College District, doing business as, Orange Coast College ("School"), and Los Alamitos Medical Center, Inc., a California corporation, doing business as Los Alamitos Medical Center ("Hospital").

RECITALS:

- A. School offers to enrolled students a degree program in the field of Health Sciences.
- B. Hospital operates a comprehensive inpatient facility licensed in the State of California ("State").
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

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

1. RESPONSIBILITIES OF SCHOOL.

a. Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

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

Attachment 5

- b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- c. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.
- d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.
- e. Performance of Services. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- f. OSHA Compliance. School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall

7

include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

- Background Verifications. School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening A background check will be considered "completed" if it results upon reasonable notice. includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.
- h. **Drug Screens**. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.
- i. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. RESPONSIBILITIES OF HOSPITAL.

- a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- 3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:
- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

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

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.
- 5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 6. **Non-Discrimination.** There shall be no unlawful discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

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

- b. Patient Information. Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.
- Privacy of Health Information. School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the Accordingly, Hospital may only disclose Protected Health Information, as "Regulations"). defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been deidentified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the

same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

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

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

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

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

8. Insurance.

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to

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

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

Workers' Compensation:

Statutory limits

Employers' Liability:

\$1,000,000 each accident;

\$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to(1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

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

Such insurance shall not be cancelable except upon 30 days' prior written notice

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

9. TERM. The term of this Agreement ("Term"), shall be five (5) years commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. TERMINATION.

- a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.
- b. Effect of Expiration or Other Termination. Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.
- 11. ENTIRE AGREEMENT. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

- 4. ARBITRATION. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- 14. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.
- 15. COMPLIANCE OBLIGATIONS. School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: http://www.tenethealth.com/about/pages/ethicscompliance.aspx. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.
- 16. EXCLUSION LISTS SCREENING. School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents

("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epls.gov); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

LOS ALAMITOS MEDICAL CENTER, INC.,

	d/b/a Los	S ALAMITOS MEDICAL CENTER
	Ву:	Michele Finney President/Chief Executive Officer
	Date:	
	Address:	3751 Katella Avenue Los Alamitos, California 90720
COAST COMMUNITY COLLEGE DISTRICT, d/b/ ORANGE COAST COLLEGE	a Oran	ge COAST COLLEGE
Ву:	Ву: _	
Name:	Name	: Kevin Ballinger
Title: President Board of Trustees	Title:	Dean Consumer & Health Sciences
Address: 1370 Adams Ave.	Addre	ss: 2701 Fairview Rd
Costa Mesa, CA 92626		Costa Mesa, CA 92626

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Los Alamitos Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Orange Coast College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated thisday of	, 20	
	Program Participant	
Witness		

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Orange Coast College ("School") and Los Alamitos Medical Center ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

Dated thisday of	, 20	
	Program Participant	
Witness	. <u>. </u>	

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

	SCHOOL NAME
HEA have	LTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below completed the following health screenings or documented health status as follows:
1.	Tuberculin skin test within the past 12 months or documentation as a previous positive
2.	reactor or a chest x-ray taken within the past 12 months; and Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3.	Varicella immunity, by positive history of chickenpox or proof of Varicella
4.	immunization; and Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
assıg instr	KGROUND CHECKS. School has conducted a retrospective background check on all students ned to the program and members of staff/faculty responsible for supervision and/or action prior to their participation in clinical activities. Unless Hospital is notified in writing, ackground checks are negative. The background check included the following: Social Security number verification. Criminal Search (7 years) Violent Sexual Offender & Predator registry HHS/OIG/GSA Other:
ATT	ENDING STUDENTS:
1.	
2.	4.
Staf	F:
1.	3.
2.	4.
Schoo neces	ol acknowledges this information will be available to all Tenet affiliates as reasonably sary.
	By:
	Name:
	Title:
	Date:

		.*

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Concordia University Irvine (CUI) Department of Nursing 1530 Concordia Irvine, CA 92612 (949) 214-3280

and

Golden West Community College 15744 Goldenwest Street Huntington Beach, CA 92647 (714) 892-7711

In the spirit of cooperation for nursing education, Concordia University Irvine (CUI) and Golden West Community College desire to cooperate on providing a RN to BSN dual enrollment educational program for the training of nurses enrolled in the Golden West Community College nursing program.

The MOU between CUI and Golden West Community College is limited to the offering of RN to BSN courses serving nursing students matriculating through the community college's Associate's Degree in Nursing (ADN) program. During the term of this MOU, the viability of the proposed academic courses will be investigated by both parties with final report and decision concluded by and sent to the other party for final approval.

The following are the points of agreement regarding the RN-BSN Dual Enrollment Option

- A. Late in the ADN students' first semester of enrollment Concordia University will provide information to prospective community college students about the Dual Enrollment option.
- B. In addition to its regular application materials, Concordia University will require an additional recommendation for Dual Enrollment candidates, which must come from the designated administrator at the community college nursing department.
- C. Enrollment in the Dual Enrollment program is conditional upon a cumulative GPA of 2.5 or better and prerequisite satisfaction.
- D. Students wishing to apply for dual enrollment may do so after satisfactorily completing their midterm exams halfway through their second semester.
- E. Concordia will permit qualified Dual Enrollment candidates to enroll in NURS 300: Professional Nursing Practice & Higher Education during the third semester of the student's associate's degree nursing program and NURS 408 Professional Trends and Issues in Nursing on-line their last semester.
- F. If the community college has at least 10 qualified students wishing to enroll in the Dual Enrollment Program, Concordia will offer NURS 300 at a mutually agreed-upon time that fits the already-scheduled courses students are taking at the community college.
- G. If the community college prefers and if they have at least 10 qualified students any given semester, Concordia University will provide NURS 300 on the community college campus. The community college will provide classroom space for this course each semester.
- H. Concordia University RN to BSN courses will meet the requirements of accrediting agencies governing the RN to BSN program.
- I. Concordia University and Golden West Community College agree to cooperatively provide and collect data relative to student progression success/failure rates, licensing pass rates, employment status and other date deemed relative to both programs.

MEMORANDUM OF UNDERSTANDING (MOU)

SIGNATURE PAGE

This MOU is effective upon the execution of the MOU by both Parties and will continue in effect until either Party chooses to terminate it earlier by giving the other party a thirty (30) day written notice.

Dr. Mary Scott Provost Concordia University Irvine

Director Golden West Community College

COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF GOLDEN WEST COLLEGE

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement ("Agreement") is entered into and effective as of August 1, 2012, by and between Coast Community College District on behalf of Golden West College, School of Nursing (collectively referred to herein as "School") and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation, Long Beach Memorial Medical Center, a California nonprofit public benefit corporation dba Miller Children's Hospital, and Long Beach Memorial Medical Center, a California nonprofit public benefit corporation dba Community Hospital Long Beach (collectively and individually referred to herein as "Facility").

RECITALS

- A. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) for the instruction and clinical training of students as identified in Exhibit "A," which is attached and incorporated herein (hereinafter referred to as "Program"). Such Program requires Program students ("Students") to obtain appropriate clinical training and field experience in the community.
- B. Facility owns and operates a general acute care hospital that is appropriate for furnishing such field experience.
- C. It mutually benefits Facility and School to allow Students and Program faculty ("Faculty") to use Facility for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

- 1.1 <u>Control</u>. The Program is an educational program of School and not Facility. School shall be, at all times, exclusively responsible for counseling, controlling, and disciplining Students, and for all activities of Students at Facility.
- 1.2 <u>Times, Place and Subject Matter</u>. School and Facility shall mutually set the times, place and subject matter for the Program that will be conducted at Facility, and shall mutually agree upon the length of the Students' clinical experience at Facility prior to the Students' arrival at Facility. The maximum number of

- Students who will be accepted at Facility at any one time shall be determined by Facility.
- 1.3 <u>Compensation</u>. The Program shall be conducted without the payment of any consideration by School or Facility to the other, or to any Student participating in the Program.
- 1.4 <u>Supervision</u>. The supervision and direction of Students while on site at Facility shall be the responsibility of the School's Clinical Coordinator (as defined below) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Facility, except in accordance with all applicable laws, Facility and medical staff rules, regulations, policies and procedures. School recognizes the patients' rights to refuse care provided by a student at Facility.

ARTICLE II Relationship of the Parties

- 2.1 <u>Term.</u> The term of this Agreement shall be for a period of five (5) years commencing on August 1, 2012, and terminating on July 31, 2017, unless terminated in accordance with the provisions of this Agreement.
- 2.2 <u>Termination</u>. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party, except that any Student already assigned to and accepted by the Facility shall be allowed to complete any in-progress clinical practicum assignment at Facility. Notwithstanding the above, this Agreement shall immediately terminate if School's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced or any type of disciplinary action is taken against School by any accreditation or regulatory agency.
- 2.3 Independent Contractor. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, employees or Students shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. Facility shall not assume any liability under any employment or worker's compensation law based on Students performing services, receiving education or traveling pursuant to this Agreement and no Student shall look to Facility for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

ARTICLE III School's Responsibilities

- 3.1 <u>Academic Responsibility</u>. School shall develop the Program 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.
- 3.2 <u>Academic Preparation</u>. School shall be responsible for Students' academic preparation. School shall ensure all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Facility.
- Orientation. Prior to any patient observation period or participation in any clinical experience, School shall require Students to receive training in HIPPAA compliance and blood and body fluid standard precautions consistent with the Center for Disease Control guidelines, and fulfill any Facility orientation requirements. School shall certify that the Student has completed the required training.
- 3.4 <u>Facility Policies and Procedures</u>. School shall comply with all Facility policies, procedures and rules relating to the Program. School also shall be responsible for the general conduct of its students and shall assure that Students and on-site Faculty (if any) understand and comply with Facility policies, procedures, rules and regulations, as well any applicable state and federal laws, rules and regulations. School shall further assure that Students will conform to the rules and policies of the specific department to which they are assigned while participating in the Program at Facility.
- 3.5 <u>Program Information</u>. School shall provide Facility with educational objectives for the Program for Students gaining field experience at Facility under this Agreement prior to the start of each clinical rotation.
- 3.6 <u>Clinical Coordinator</u>. School agrees to designate a coordinator for each Program ("Clinical Coordinator") and School shall provide Facility with the Clinical Coordinator's name and contact information prior to the start of each clinical rotation. The Clinical Coordinator, who may be an academic instructor, shall be responsible for all teaching activities and shall supervise all aspects of School's involvement in the Program.
- 3.7 <u>Student Information</u>. School shall provide Facility with Student information as requested by Facility at least two (2) weeks before a Student is scheduled to begin training at Facility.
- 3.8 <u>Background Check</u>. School acknowledges each Program participant shall be required to submit to a complete background check as a condition of participation in the Program. At a minimum, the background check shall include the following:

verification of identity; criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace. School shall provide a copy of the completed background check to Facility prior to the commencement of any Program participant's participation in the Program.

- Health Certification. School shall assure that Students assigned to Facility for field experience meet Facility standards of safety and health, and shall provide certification, upon request, that each Student has been immunized against the common communicable diseases. School shall maintain the health certification documentation of each Student for the time the Student is in training at Facility and for at least one (1) year beyond the date the Student completed training at Facility. School shall immediately notify Facility, in writing, of any current or past Student in the Program who has, or had at the time of his or her field experience at Facility, a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in a field experience at Facility, School shall remove Student until such time that he/she no longer poses a health threat. School shall provide Facility with a written medical clearance signed by the Student's treating physician prior to the Student returning to Facility.
- 3.10 Student Health Records. School shall obtain authorization from the Student to allow disclosure of medical information to Facility. School shall make all its health records pertaining to Student available for inspection by Facility upon reasonable notice.
- 3.11 Patient Care. Pursuant to the California Code of Regulations, Title 22, Section 70713, School understands and agrees that Facility retains professional and administrative responsibility for services rendered to Facility patients. School shall assure that Students and on-site Faculty (if any) understand and conform to the same standards as are set for Facility employees in matters relating to the welfare of patients and general Facility operation. Students shall conduct their respective activities hereunder consistent with all applicable state and federal laws and regulations, Facility policy and procedures, and The Joint Commission standards that apply to Facility.
- 3.12 <u>Confidentiality</u>. School shall assure that Students and Faculty maintain the confidentiality of any and all patient and other information received in the course of the Program and do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise except as a necessary part of a patient's treatment plan.
- 3.13 Additional Student Responsibilities. School shall assure that Students understand and comply with the following: (i) Students shall arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations; (ii) Students shall report to Facility on

time, timely contact School and Facility when they will be absent from the Facility when scheduled to be at Facility, act in a professional manner and dress appropriately; (iii) Students shall assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, and annual health examinations; (iv) Students shall reimburse Facility for any emergency health care or first aid provided by Facility; (v) Students shall avoid infectious or communicable diseases and inform Facility and School immediately if they have or might have been exposed to an infectious or communicable disease; and (vi) Students shall maintain adequate health care coverage, professional liability insurance, and worker's compensation insurance, either through a program offered by School or individually at Student's own expense.

3.14 <u>Accreditation</u>. School shall be responsible at all times during the course of this Agreement for obtaining and maintaining all licenses, accreditation and certifications necessary for the Program.

ARTICLE IV Facility's Responsibilities

- 4.1 <u>Facility Access</u>. Facility shall accept from School the mutually agreed upon number of Students and shall permit said Students and on-site Faculty (if any) access to Facility as Facility determines is appropriate for the purposes of providing the field experience expected in the Program.
- 4.2 <u>Orientation</u>. Facility shall provide appropriate orientation and information regarding the policies, rules and regulations of Facility to incoming Students and onesite Faculty (if any).
- 4.3 <u>Facility Coordinator</u>. Facility agrees to designate a clinical advisor or coordinator ("Facility Coordinator") who shall provide input to the clinical performance and evaluation of Students, be a resource person for School's Faculty and Students, and shall communicate with the Clinical Coordinator designated by School regarding the proposed curriculum and the performance of individual Students and shall arrange formal orientation to the Facility for the Faculty and Students.
- 4.4 <u>Student Health Care</u>. Facility shall assume no responsibility for providing or paying for Student's medical care. Notwithstanding the above, Facility shall, within its capacity, provide Students necessary emergency health care or first aid for accidents occurring at the Facility. Student or School shall be responsible for paying the Facility charges for such care.
- Adequate Staffing. Facility shall not decrease the number of staff or alter staffing patterns due to the presence or absence of Students in assigned areas. Facility shall assure that its staff is sufficient in number, quality and stability to ensure safe and continuous service to patients and families.

- 4.6 <u>Authority</u>. Facility shall, at all times, retain professional and administrative responsibility for patient care and all services rendered at Facility.
- 4.7 Removal of Students. Facility shall have the right to suspend or terminate any Student from field experience at Facility if, in Facility's sole judgment and discretion, Student fails to perform satisfactorily, fails to follow Facility policies, procedures and regulations, or threatens the health, safety, or welfare of any patients, invitees, or employees at Facility. An immediate suspension shall be imposed by Facility on a temporary basis only until Facility can confer with School and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the field experience at Facility is vested in Facility.
- 4.8 <u>Health Clearance Services</u>. Facility shall not be responsible for providing any part of the health examination or health clearance of Students, nor shall Facility be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Facility may, at its sole option, provide health clearances services to a particular Student provided either School or Student agrees to pay for the services provided by Facility.

ARTICLE V Insurance

- 5.1 <u>School's Insurance</u>. School, at its sole expense, shall insure or self-insure its activities in connection with is Agreement by obtaining and maintaining in full force and effect during the term of the Agreement insurance or programs of self-insurance to cover School, Faculty and Students, as follows:
 - 5.1.1 Professional Liability insurance with one (1) or more approved insurance companies with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In the event that the professional liability policy is a claims made policy, School shall purchase a "tail" policy for a period not less than five (5) years following the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
 - 5.1.2 Comprehensive or Commercial Form General Liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate with excess insurance coverage providing an additional Five Million Dollars (\$5,000,000) per occurrence.

- 5.2 <u>Certificate of Insurance</u>. School shall provide Facility with certificates of the insurance coverage required under this Agreement prior to the execution of this Agreement and at least annually thereafter. School shall provide at least thirty (30) days' written notice to Facility of any substantial change to or cancellation of said insurance.
- 5.3 Facility's Insurance. Facility shall participate in the Memorial Health Services Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Facility shall, upon request, provide School with evidence of the foregoing coverage. Facility shall provide at least thirty days written notice to School of any substantial change to, or cancellation of, said insurance.
- 5.4 Worker's Compensation Insurance. School shall procure and maintain Worker's Compensation insurance to cover its employees, agents and Students while participating in the Program in compliance with the statutory requirements of California law; provided, however, that if Students are not covered under School's Workers Compensation insurance, School shall assure that Students obtain a separate Worker's Compensation insurance policy at Student's sole expense as set forth in Section 3.13 above.
- 5.5 <u>Survival of Obligations</u>. Obligations pursuant to Article V shall survive termination or expiration of this Agreement.

ARTICLE VI Indemnification

- 6.1 Indemnity by School. School agrees to defend, indemnify and hold harmless Facility, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of School, its Faculty, agents or its employees in connection with or arising out of acts or omissions in services performed under this Agreement or any breach or default in performance of any of School's obligations hereunder.
- 6.2 Indemnity by Facility. Facility hereby agrees to defend, indemnify, and hold harmless School, its Board of Trustees, employees, agents, officers, from and against claims, losses, liabilities, expenses (including reasonable attorney's fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or

- arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Facility's obligations hereunder.
- 6.3 <u>Survival of Obligations</u>. Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Compliance

- 7.1 Applicable Laws. Both parties agree to comply with all applicable state and federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of its obligations under this Agreement.
- 7.2 <u>Health Care Program Exclusion</u>. School shall assure that all Students have not been excluded, currently or in the past, from participating in any federal or state health care program. School shall immediately remove any Student from the field experience at Facility if the Student is excluded from participating in any federal or state health care program.
- 7.3 <u>Tax-Exempt Financing</u>. The parties agree to amend this Agreement as may be necessary for Facility to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Facility, School shall execute any and all such amendments presented by Facility and shall return said fully executed original amendments to Facility forthwith.
- 7.4 Protected Health Information. For purposes of this Agreement, Students shall be considered "work force members," defined as individuals who are given access to Facility's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" in 45 CFR §164.501. As members of the work force, Students will be required to participate in certain education and training related to security and protection of PHI. Both parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as contemplated by this Agreement.

ARTICLE VIII General Provisions

- 8.1 Entire Agreement. This Agreement, including all exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
- 8.2 <u>Amendment</u>. This Agreement can be amended only with a written agreement signed by the parties. All such amendments shall be attached hereto and shall become part of this Agreement.
- 8.3 <u>Assignment</u>. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.
- 8.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in the County of Los Angeles, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.
- 8.5 <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of California.

- 8.6 <u>Non-Discrimination</u>. Neither party shall unlawfully discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or any other basis prohibited by law.
- 8.7 <u>Notices</u>. All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested by overnight courier, or by electronic facsimile, confirmed in writing, addressed or delivered as follows:

If directed to Facility: Long Beach Memorial Medical Center

Miller Children's Hospital 2801 Atlantic Avenue Long Beach, CA 90806

Attn: Susan Crockett, Director Clinical Workforce Development

Community Hospital Long Beach

1720 Termino Avenue
Long Beach, CA 90804
Attn: Adrian Taves, Director
Education Services

With a copy to:

Legal Department

Memorial Health Services 17360 Brookhurst Avenue Fountain Valley, CA 92708

If directed to School:

Coast Community College District

1370 Adams Avenue

Costa Mesa, CA 92626-5429 Attn: President, Board of Trustees

Either party may change the address to which notices are to be delivered by giving notice hereinabove provided. Any notice shall be deemed to have been given (i) as of the date delivered, if hand delivered or sent by overnight courier; or (ii) when confirmed in writing, if sent by electronic facsimile; or (iii) on the third (3rd) day after mailing, if mailed as provided herein.

8.8 <u>Captions</u>. Any captions to, or headings of, the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

- 8.9 <u>Terminology</u>. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.
- 8.10 <u>Interpretation</u>. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.
- 8.11 <u>Use of Name</u>. Neither party shall use the name, address, logo or other trademarks of a party without the other party's prior written consent.
- 8.12 <u>Waiver of Breach</u>. No breach of any provision hereof can be waived unless in writing. The waiver of any one breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.
- 8.13 <u>Counterparts</u>. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above, and do each hereby warrant and represent that their respective signatory whose signature appears below, has been, and is on the date of this Agreement duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

FACILITY:	
Long Beach Memorial Medical Center	
By:	
Diana Hendel, CEO	
Date:, 2012	
Long Beach Memorial Medical Center dba Miller Children's Hospital	Approved as to form
By:	Christine Below, Esq.
Diana Hendel, CEO	
Date:, 2012	Christine Belew, Esq. MHS Counsel May 31, 2012

dba Community Ho	
By:	
Date:,	2012
SCHOOL: Coast Community College By: The Board of Trustee	e District s of Coast Community College District
By:	
Date:,	2012
Coast Community College	District
By: Jacqueline Hils-Williams Director of Nursing	
Date:,	2012

EXHIBIT "A"

PROGRAM(S)

Under the Educational Affiliation Agreement effective August 1, 2012, School provides the following Program(s):

• Nursing Program

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AGREEMENT FOR SPECIAL SERVICES

Community College Update and Mandate Information Services

This is an agreement between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Client," and SCHOOL SERVICES OF CALIFORNIA, INC., hereinafter referred to as "Consultant," entered into as of July 1, 2012.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues; and.

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

- 1. Consultant agrees to perform such duties relating to issues of community college finance, including:
 - a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions.
 - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
 - c. Review and analysis of all major legislative bills that have an impact on community colleges, and therefore, within the Client's area of interest.
 - d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.
 - e. Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and providing the Client with appropriate written materials from these meetings.
- 2. The Consultant agrees to perform such duties relating to the education mandated program as set forth including:



- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
- b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
- c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
- d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
- 3. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
- 4. The Client agrees to pay Consultant for services rendered under this agreement:
 - a. \$4,200 annually, plus expenses, payable in equal installments of \$350 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.
 - b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, FAX, long distance telephone charges, cellular telephone charges, postage, and duplication (other than for one copy of the *Community College Update*).
- 5. This agreement shall be for the period of one (1) year, beginning July 1, 2012, and terminating June 30, 2013. This agreement may be terminated by either party prior to June 30, 2013, on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
- 6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.



IN WITNESS WHEREOF, the parties have indicated below:	e caused this agreement to be executed as
BY:	DATE:
Coast Community College District	
BY: Mil A Van SHEILA VICKERS Vice President	DATE: May 18, 2012

School Services of California, Inc.



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SERVICE, SPEED, RELIABILTY.

TERMS AND CONDITIONS OF SERVICE

These are the Terms and Conditions of Service applicable under the Streaming Media Hosting Service Agreement ("Agreement") entered into by and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and the Client ("Client") set forth in the Agreement with respect to the Media Distribution and all related Services provided by SMH under the Agreement (the "Services"):

Payment. SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed or Overage Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement.

Taxes. All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate).

Services. SMH will provide Client the Services as specified in the Order Form included as part of this Agreement.

Assumption of Risk. Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use except if due to the negligence or other wrongdoing of SMH.

Promotions. Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

LIMITATION OF LIABILITY. STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS

STREAMINGMEDIA HOSTING

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SERVICE. SPEED. RELIABILTY.

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SMH'S LIABILITY TO CLIENT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

SMH REPRESENTATIONS. STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT IT HOLDS THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSUANT TO EXECUTION OF THIS CONTRACT. SMH SHALL INDEMNIFY, DEFEND AND HOLD CLIENT HARMLESS FROM ANY AND ALL CLAIMS, SUITS, EXPENSES, LOSSES, DAMAGES, AND LIABILITIES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATING TO ANY CLAIM THAT THE TECHNOLOGY PATENT RIGHTS OF ANY THIRD PARTY ARE INFRINGED UPON BY SMH IN THE DELIVERY OF THE SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT.

CLIENT'S REPRESENTATIONS. CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT HOLDS THE REQUISITE COPYRIGHT, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS TO POST CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT TO SMH'S NETWORK. FURTHER, CLIENT REPRESENTS AND WARRANTS THAT THE RIGHTS DELEGATED TO SMH UNDER THIS AGREEMENT, INCLUDING THE PUBLIC DISPLAY, PUBLIC PERFORMANCE, DISTRIBUTION, AND REPRODUCTION OF CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT ON THE SMH NETWORK, WILL NOT VIOLATE OR INFRINGE UPON THE COPYRIGHT, LITERARY, PRIVACY, PUBLICITY, TRADEMARK, SERVICE MARK OR ANY OTHER PERSONAL OR PROPERTY RIGHT OF ANY PERSON OR ENTITY AND THAT CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT WILL NOT CONSTITUTE A LIBEL OR DEFAMATION OF ANY THIRD PARTY, CLIENT REPRESENTS AND WARRANTS THAT IT HAS MET ANY AND ALL OBLIGATIONS TO ARTISTS, GUILDS, AUTHORS, COMPOSERS AND/OR ANYOTHER PARTICIPANTS IN THE PRODUCTION OF THE MEDIA PROPERTIES. CLIENT INDEMNIFIES AND HOLDS SMH HARMLESS FROM ANY BREACH OF THESE REPRESENTATIONS AND WARRANTIES BY CLIENT. CLIENT ASSUMES FULL RESPONSIBILITY FOR ALL INTELLECTUAL PROPERTIES POSTED TO SMH'S SERVERS ON CLIENT'S BEHALF, INCLUDING ANY TRADEMARK, COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY SUBMITTED TO SMH FOR EITHER ENCODING SERVICES AND/OR STRAIGHT POSTING TO OUR SERVERS. SMH RESERVES THE RIGHT TO REMOVE WITHOUT NOTICE ANY MATERIAL WHICH, IN ITS SOLE OPINION, MAY RESULT IN A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ANY OTHER APPLICABLE FEDERAL, STATE, COMMON, OR INTERNATIONAL LAWS OR REGULATIONS.

Press Release. The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

Maintenance, Security, Backups. Client understands and agrees that SMH will make every effort to keep its network of servers running continuously. However, SMH's servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to SMH's servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

Acceptable Use. Client agrees to be bound by the SMH Acceptable Use Policy ("AUP"), a current copy of which may be found on the SMH website at http://www.streamingmediahosting.com/aup.htm.

Page 2 of 3 SMH TOS 101028

STREAMINGMEDIA HOSTING

SERVICE. SPEED. RELIABILTY.

Cancellation. The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. For month-to-month contracts or after the expiration of the initial term of this Agreement, Client may cancel this Agreement at will at any time with thirty (30) days written notice to SMH. For clients with term contracts, in the event of early cancellation without cause, Client will be required to pay 20% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorney's fees. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent walver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days written notice; provided, however, the Client may immediately terminate this Agreement, in its sole discretion, upon such notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

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Cilent:

SMH Service Order

Coast Community College District

Account Manager: David Sanchez (800)963-4347 x205

dsanchez@streamingmediahosting.com

Date Prepared: 05/01/2012 @ 15:46 PST

Address:

2701 Fairview

Contact: Pam Pacheco			
Phone: 714-895-8236 City, State: Costa Mesa			
E-mail: ppacheco@gwc.cccd.edu Zip: 92626			
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Set-Up Fee for Monthly Hosting	1 1	\$199.95	\$199.95
Overages for transfer billed at \$3 per GB		Ψ100,00	4100.00
Overages for Storage billed at \$5 per GB			
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Ionthly Recurring Charges	Committed	Each	Total
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Date Transfer 50GB per month			
Disk Storage 10GB			
lash Player, Stats Control Panel		· · · · · · · · · · · · · · · · · · ·	
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Option Add Live and On Demand Mobile Streaming for an additional \$100 per month Mobile Streaming to Apple iOS Devices (v3.0.2 Higher) and Google Andriod Devices (v2.2 & Higher) and			
BlackBerry OS 6.01 or higher with Flash player 10.1+.			
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TERMS AND CONDITIONS OF SERVICE

These are the Terms and Conditions of Service applicable under the Streaming Media Hosting Service Agreement ("Agreement") entered into by and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and the Client ("Client") set forth in the Agreement with respect to the Media Distribution and all related Services provided by SMH under the Agreement (the "Services"):

Payment. SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed or Overage Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement.

Taxes. All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate).

Services. SMH will provide Client the Services as specified in the Order Form included as part of this Agreement.

Assumption of Risk. Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use except if due to the negligence or other wrongdoing of SMH.

Promotions. Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

LIMITATION OF LIABILITY. STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS



BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SMH'S LIABILITY TO CLIENT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

SMH REPRESENTATIONS. STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT IT HOLDS THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSUANT TO EXECUTION OF THIS CONTRACT. SMH SHALL INDEMNIFY, DEFEND AND HOLD CLIENT HARMLESS FROM ANY AND ALL CLAIMS, SUITS, EXPENSES, LOSSES, DAMAGES, AND LIABILITIES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATING TO ANY CLAIM THAT THE TECHNOLOGY PATENT RIGHTS OF ANY THIRD PARTY ARE INFRINGED UPON BY SMH IN THE DELIVERY OF THE SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT.

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SMH TOS 101028





Cancellation. The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. For month-to-month contracts or after the expiration of the initial term of this Agreement, Client may cancel this Agreement at will at any time with thirty (30) days written notice to SMH. For clients with term contracts, in the event of early cancellation without cause, Client will be required to pay 20% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

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Page 3 of 3 SMH TOS 101028

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Date:

Account Manager: David Sanchez (800)963-4347 x205

dsanchez@streamingmediahosting.com

Date Prepared: 05/14/2012 @ 10:32 PST

MH:Service	Order A Control of the Control of th					
					igh de y	
Client:	Coast Community College (Criminal Justice Training Center)	Address:	2701 Fairview			
Contact:	Michael A. Carrizo	Auutess.	Z) OT T dit view			
Phone:	714-895-8372	City, State:	Costa Mesa			
E-mail:	mcarrizo@qwc.cccd.edu	Zip:	92626			
		•				
One-Time Ch	harges			Qty.	Each	Total
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BlackBerry	y OS 6.01 or higher with Flash player 10.1+.					
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					Term:	12 Months
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Agreement			-			
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Date:

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ACADEMIC PARTNER REFERRAL ADDENDUM

THIS ACADEMIC PARTNER REFERRAL ADDENDUM (the "Agreement"), entered into as of June 21, 2012, is an addendum and supplement to that certain Academic Partner Agreement (the "AP Agreement"), dated as of June 17, 2010 by and between Career Step, LLC, a Utah limited liability company ("Career Step"), and Coast Community College District/Golden West College ("Academic Partner"). Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the AP Agreement.

Academic Partner and Career Step desire to cooperate to generate leads for its students participating in Programs directly through Career Step in addition to offering Programs through its education systems under the AP Agreement.

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto, do covenant and commit to and agree with each other as follows:

1. Program Referrals. In addition to performing their respective obligations under the AP Agreement, on the terms and subject to the conditions hereof, Career Step and Academic Partner will cooperate in joint marketing efforts to generate leads for Programs to be offered pursuant to a co-branded Internet webpage developed in connection with this Addendum (the "Referral Site"). Academic Partner acknowledges that Career Step may revise Appendix A to the AP Agreement from time to time to change or add to the Programs by delivery of an amended Appendix A to Academic Partner in accordance with Section 13.4 of the AP Agreement. Career Step will have the sole responsibility to follow up with any leads generated under this Addendum. Career Step will offer the Programs to leads generated under this Addendum at the then-prevailing prices for such Programs. Career Step shall be responsible to invoice and collect from enrollees directly for any program fees due for enrollment in Programs through the Referral Site.

2. <u>Compensation for Enrollments.</u>

- (a) Referral Fees. Career Step shall pay to Academic Partner a one-time referral fee equal to the amount set forth on Exhibit A for each Career Step Program enrollment that (i) is completed through the Referral Site and (ii) remains enrolled in such Program beyond the expiration of any applicable refund date ("Referral Fees"). Other than the Referral Fees described in this Section 2(a), Academic Partner shall not be entitled to any compensation (in any form) from Career Step for recommending, encouraging, soliciting or otherwise referring leads to Career Step Programs.
- (b) <u>Payment Terms</u>. Referral Fees shall be paid by Career Step to Academic Partner monthly as follows: on or before the thirty (30th) day following the end of each month, Career Step shall remit to Academic Partner payment equal to the aggregate Referral Fees earned by Academic Partner during such previous month (the "<u>Fee Payment</u>"), together with an itemized breakdown of such Referral Fees (the "<u>Accounting</u>"). Career Step shall have the right, in its sole and absolute discretion, to deduct from any Fee Payment owing to Academic Partner hereunder any past due balances owed by Academic Partner to Career Step under any other agreement entered into between the parties.
- (c) <u>Disputed Amounts</u>. In the event Academic Partner disputes the amount of any Fee Payment, Academic Partner shall deliver written notice of such dispute (the "<u>Dispute Notice</u>") to Career Step within ten (10) days of receipt of the Accounting. In order to be effective, the Dispute Notice shall describe in reasonable detail the basis for such dispute. In the event Career Step determines in response to Academic Partner's Dispute Notice that Academic Partner is entitled to additional compensation under the terms of this Agreement, Career Step shall remit payment to Academic Partner of such additional amounts owing fifteen (15) days of making such determination. In the event Career Step does not agree

with the claims contained in the Dispute Notice, the parties agree to negotiate in good faith to resolve such dispute. If the parties are unable to resolve the dispute through good faith negotiations for a period of thirty (30) days, Utah state and federal courts located in Utah County, Utah shall have exclusive jurisdiction and venue of such dispute and the parties hereby consent to the personal jurisdiction of such courts. If Academic Partner fails to timely deliver a Dispute Notice in response to any Fee Payment received hereunder, the amount of such Fee Payment shall be deemed approved and accepted by Academic Partner.

- 3. <u>Term.</u> The term of this Addendum shall run concurrently with the Term of the AP Agreement from June 21, 2012 to June 16, 2013.
- 4. <u>Governing Provisions</u>. The Parties agree and acknowledge that the provisions of Sections 2.4, 2.5, and 6 through 13, inclusive, of the AP Agreement shall be incorporated specifically herein, and shall govern the Parties' obligations under this Addendum as if stated herein in their entirety. The Parties understand, though, that the entirety of the AP Agreement continues in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CAREER STEP, LLC	ACADEMIC PARTNER
By: Christopher & Charly	Ву:
Name: Christopher F. Charles	Name:
Title: Vice President of Academic Partners	Title:
Address: 4692 N. 300 W. Suite 150	Address:
Provo, UT 84604	
Facsimile: 801-491-9766	Facsimile:

EXHIBIT A

Academic Partner Referral Fees

Program Name	Referral Fee
Inpatient/Outpatient Medical Coding & Billing	\$325
Outpatient Medical Coding	\$275
Medical Transcription Editor	\$325
Medical Transcription	\$275
Pharmacy Technician	\$250
Medical Administrative Assistant	\$155
Administrative Assistant	\$140
Medical Billing	\$160
Computer Technician	\$225

Career Step may amend the Programs and Referral Fees offered under this Agreement by delivery to Academic Partner of a new <u>Exhibit A</u>. Each <u>Exhibit A</u> will amend and supersede every <u>Exhibit A</u> delivered by Career Step prior to the date of such new <u>Exhibit A</u>.

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AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. $\underline{2}$ to Lease is made and entered into this 21^{st} day of $\underline{\text{June}}$, 2012 by and between BUSINESS PROPERTIES PARTNERSHIP NO. 15, a California general partnership (hereinafter "Landlord") and COAST COMMUNITY COLLEGE DISTRICT, a public education entity (hereinafter "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a written Lease Agreement (hereinafter the "Lease") dated May 19, 2005, for the Lease of that certain Premises located at the southeast corner Brookhurst Street and Adams Avenue; aka: 10156 Adams Avenue, City of Huntington Beach, County of Orange, State of California.

WHEREAS, said Lease was amended via Amendment No. 1 to Lease dated November 4, 2010.

WHEREAS, said Lease is currently in full force and effect.

WHEREAS, Tenant acknowledges that Landlord has satisfied all of its obligations under the Lease Agreement and there are no known defaults thereunder.

WHEREAS, the parties hereto are mutually desirous of amending the Lease, as hereinafter set forth for the mutual considerations contained herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing preambles and the agreements contained herein, the Landlord and Tenant hereby agree to amend the Lease as follows.

1. TERM: The parties hereto agree to amend and extend the term of the Lease an additional three (3) months from August 1, 2012 through October 31, 2012 based upon the same terms and conditions as stated in the Lease, except as follows.

The minimum monthly rental shall be as follows.

A. From August 1, 2012 through October 31, 2012: Four Thousand Five Hundred Nineteen and 15/100 (\$4,519.13) Dollars per month.

In addition to the minimum monthly rental, Tenant shall pay all applicable Common Area, Real Estate Tax and Insurance estimates as allowed under the Lease.

2. The parties acknowledge and agree that as of the date of this Amendment No. 2 to Lease that Tenant is currently in possession of the demised Premises pursuant to that certain written Lease dated May 19, 2005 ("Lease"). Tenant agrees that Landlord has performed all of its obligations under the Lease including, without limitation, any obligation to construct improvements to the Premises and that Tenant knows of no event under the Lease which could constitute a breach or default by Landlord. Tenant understands that effective upon the mutual execution of this Amendment, that Tenant's occupancy of the Premises will be governed solely by the Lease, as amended, regarding the obligations of the parties under the Lease, as amended arising prior to the effectiveness of this Amendment.

Other than as amended herein, said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. $\underline{2}$ to Lease as of the day first hereinabove set forth.

LANDLORD BUSINESS PROPERTIES PARTNERSHIP NO. 15, a California general partnership

PENANT			
COAST	COMMUNITY	COLLEGE	DISTRICT
a publ:	ic educati	on entit	ΣY

By:		By:		
	LESTER C. SMULL, Trustee			
	General Partner			
		Its:		

Notice Address, Premises or: Coast Community College District Attn: Accounts Payable 1370 Adams Avenue Costa Mesa, CA 92626 (714) 241-6145

Additional Contact:
Ms. Christine Nguyen, Interim V.P.
Administrative Services
11460 Warner Avenue
Fountain Valley, CA 92708
(714) 241-6144

Billing Address:
Coast Community College District
Attn: Accounts Payable
1370 Adams Avenue
Costa Mesa, CA 92626
(714) 241-6145



AMENDMENT NO. 1 TO LEASE

THIS AMENDMENT NO. 1 to Lease is made and entered into this 4^{th} day of November, 2010 by and between BUSINESS PROPERTIES PARTNERSHIP NO. 15, a California general partnership (hereinafter "Landlord") and COAST COMMUNITY COLLEGE DISTRICT, a public education entity (hereinafter "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a written Lease Agreement (hereinafter the "Lease") dated May 19, 2005, for the Lease of that certain Premises located at the southeast corner Brookhurst Street and Adams Avenue; aka: 10156 Adams Avenue, City of Huntington Beach, County of Orange, State of California.

WHEREAS, said Lease is currently in full force and effect.

WHEREAS, Tenant acknowledges that Landlord has satisfied all of its obligations under the Lease Agreement and there are no known defaults thereunder.

WHEREAS, the parties hereto are mutually desirous of amending the Lease, as hereinafter set forth for the mutual considerations contained herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing preambles and the agreements contained herein, the Landlord and Tenant hereby agree to amend the Lease as follows.

1. <u>TERM</u>: The parties hereto agree to amend and extend the term of the Lease an additional <u>eighteen (18)</u> months from <u>February 1, 2011</u> through <u>July 31, 2012</u> based upon the same terms and conditions as stated in the Lease, except as follows.

The minimum monthly rental shall be as follows.

- A. From February 1, 2011 through January 31, 2012: Four Thousand Three Hundred Eighty-Seven and 50/100 (\$4,387.50) Dollars per month; and,
- B. From February 1, 2012 through July 31, 2012: Four Thousand Five Hundred Nineteen and 15/100 (\$4,519.13) Dollars per month.
- 2. $\underline{\text{INSURANCE}}$: Article 11, Insurance, of the Lease shall be, and hereby is, modified to the following.
- A. Use; Rate: Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way tend to increase insurance rates on the building in which the Premises are located. In no event shall Tenant carry on any activities which would invalidate any insurance coverage thereon.
 - B. Liability and Property Damage Insurance:
- (1) Tenant shall during the Lease term, at its sole expense, maintain in full force a policy or policies of comprehensive public liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the Premises and any portion of the area in common which is subject to Tenant's exclusive control. Said liability insurance shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and damage, and shall name Business Properties Partnership No. 15 as Additional Insured and loss payee as their interest may appear.

bodily injury and damage, and shall name Business Properties Partnership No. 15 as Additional Insured and loss payee as their interest may appear.

(2) Landlord shall during the Lease term maintain in full force a policy or policies of comprehensive public liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the area in common, except any portion thereof subject to Tenant's exclusive control. Said liability insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage.



- (3) Worker's Compensation Insurance: Tenant shall at all times maintain Worker's Compensation insurance in compliance with California law.
- (4) Fire and Casualty Insurance: Landlord shall pay for and shall maintain in full force and effect during the term of this Lease a policy or policies of fire and casualty insurance which may include endorsements of Landlord's selection, or any other coverage required by Landlord's lender or government agency. Tenant shall reimburse Landlord for its prorata share of the premium paid by Landlord for such insurance within ten (10) days after delivery to Tenant of an itemized statement therefore. Landlord reserves the right to bill Tenant monthly an estimated amount of all expenses to be incurred by Landlord under this paragraph. In such event, Landlord shall provide Tenant with a statement at the end of each calendar year setting forth all expenses actually incurred and shall make any appropriate adjustments.
- (5) Mutual Waiver of Subrogation: Each party ("insured") hereby waives its right of recovery to the extent of insurance recovery against the other party, the other party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the insured.
 - C. General Requirements:
- (1) All policies of insurance required to be carried hereunder by Tenant shall be written with companies satisfactory to Landlord and licensed and admitted to do business in the State of California.
- (2) Each policy of public liability insurance required under paragraphs 11-B-1 and 11-B-2 (of the Lease) shall be deemed primary and noncontributing with the insurance carried by the other party.
- (3) Each policy required under paragraphs 11-B-1 and 11-B-2 (of the Lease) shall expressly include, severally and not collectively, as named or additionally named an additional insured thereunder, the other party and any person or firm designated by the other party and having an insurable interest thereunder, hereinafter called "additional insured", as their respective interests may appear.
- (4) Said insurance shall not be subject to cancellation or reduction in coverage except upon at least ten (10) days prior written notice to each additional insured. The policies of insurance or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums thereon, shall be deposited with each additional insured at the commencement of the term and not less than thirty (30) days prior to the expiration of the term of such coverage. If the primary insured fails to comply with this requirement, any additional insured may obtain such insurance and keep it in effect, and the primary insured shall pay to the additional insured the premium cost thereof upon demand with interest from date of payment by the additional insured to the date of repayment by the primary insured.
- D. Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations hereunder by maintaining a so-called "blanket" policy or policies of insurance in such form as to provide by specific endorsement coverage not less than that which is required hereunder for the particular property or interest referred to herein.

In no event shall Tenant be required to pay twice for the same insurance.

3. The parties acknowledge and agree that as of the date of this Amendment No. 1 to Lease that Tenant is currently in possession of the demised Premises pursuant to that certain written Lease dated May 19, 2005 ("Lease"). Tenant agrees that Landlord has performed all of its obligations under the Lease including, without limitation, any obligation to construct improvements to the Premises and that Tenant knows of no event under the Lease which could constitute a breach or default by Landlord. Tenant understands that effective upon the mutual execution of this Amendment, that Tenant's occupancy of the Premises will be governed solely by the Lease, as amended, regarding the obligations of the parties under the Lease, as amended arising prior to the effectiveness of this Amendment.

Other than as amended herein, said Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1to Lease as of the day first hereinabove set forth.

LANDLORD

BUSINESS PROPERTIES PARTNERSHIP NO. 15, a California general

partnership

By:

LESTER C. SMULL, Trustee

General Partner

TENANT

COAST COMMUNITY COLLEGE DISTRICT, a public education entity

By:

President, Coverning Roard of Trustees

Notice Address, Premises or:

Coast Community College District Attn: Accounts Payable 1370 Adams Avenue Costa Mesa, CA 92626 (714) 241-6145

Additional Contact:

Ms. Christine Nguyen, Interim V.P. Administrative Services 11460 Warner Avenue Fountain Valley, CA 92708 (714) 241-6144

Billing Address:

Coast Community College District Attn: Accounts Payable 1370 Adams Avenue Costa Mesa, CA 92626 (714) 241-6145

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LEASE

THIS LEASE is made as of the 19th day of May, 2005, by and between BUSINESS PROPERTIES PARTNERSHIP NO. 15, a California general partnership, herein called "Landlord", and COAST COMMUNITY COLLEGE DISTRICT, a public educational entity, herein called "Tenant".

WITNESSETH:

That the Landlord, in consideration of the rent herein specified to be paid by the Tenant and the covenants and conditions herein set forth, does hereby lease to Tenant, and Tenant in consideration of the Premises and the covenants and conditions herein set forth, does hereby hire from Landlord, those certain Premises (hereinafter referred to as the "Premises") which are part of a shopping center and commercial development (hereinafter referred to as the "Shopping Center") located in the City of Huntington Beach, in the County of Orange. State of California, at the southeast corner of Brookhurst and Adams: aka 10156 Adams Avenue. The Premises are more particularly described as a certain store to be located within the area outlined in red and cross-hatched and is located within Building M all as delineated in Exhibit "A" attached hereto and made a part hereof. Building M is located on the land legally described in Exhibit "B" attached hereto and made a part hereof. Final location to be determined by Landlord. Tenant acknowledges that Landlord, in Landlord's sole discretion, may change the shape, size, location, number and extent of the improvements shown on Exhibit "A" and may eliminate or add any improvements to any portion of the Shopping Center, provided Landlord shall not change the size or location of the Premises without Tenant's consent.

Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interest of the Shopping Center; Tenant does not rely on the fact nor close Landlord represent that any specific Tenant or number of Tenants shall during the term of this Lease occupy any space in the Shopping Center.

Landlord reserves to itself the use of the roof, exterior walls and the area beneath the Premises, together with the right to install, use, maintain and replace equipment, machinery, pipes, conduits and wiring through the Premises, which serve other parts of the Shopping Center, in a manner and in locations which do not unreasonably interfere with Tenant's use of the Premises. This Lease shall include parking and other rights as set forth in Paragraph 6 hereof entitled "Common Area." This Lease is subject to covenants, conditions, reservations, restrictions, casements, rights, rights of way and other matters of record, if any, in the office of the County Recorder of the County in which the Premises are located.

This Lease is entered into and executed subject to the covenants, conditions, rules and regulations hereinafter set forth and both the Landlord and the Tenant herein, respectively, agree to perform each and all of the covenants, conditions, rules and regulations hereinafter contained to be by each, respectively, performed as follows, to wit:

1. TERM: The term of this Lease shall commence when Tenant is given notice by Landlord that the demised Premises are ready for possession by Tenant and Landlord has completed the work to be performed by Landlord pursuant to Section 60; provided, however, in no event shall the term commence before the lease is executed by Tenant, or the date on which Tenant opens for business or first sells merchandise on or from the Premises, whichever shall first occur. Said term shall expire three (3) years and two (2) months after the last day of the calendar month in which it so commences.

As soon as the commencement date of the term of this Lease has been determined as provided in the aforementioned manner, the parties hereto shall enter into a written agreement in which the date of commencement of this Lease is specified.

The opening for business by Tenant shall constitute acceptance of the demised Premises by Tenant and constitute recognition that the Premises are in good condition and repair, except for matters as to which Tenant has notified Landlord in writing.

It is understood and agreed that should the commencement date of the Lease not occur on or before two (2) years from the date hereof, this Lease shall thereupon be and become automatically null and void and of no further force or effect whatsoever.

2. DELIVERY OF POSSESSION: Notification by Landlord that the demised Premises are ready for possession shall constitute delivery of possession.

If the Landlord is unable for any reason beyond Landlord's reasonable control to deliver possession of the demised Premises with Landlord's work completed to Tenant on or before one (1) year from the date hereof, then at any time thereafter Landlord may, by serving notice to Tenant by registered or certified mail, return receipt requested, cancel this Lease. Five (5) days after serving such notice, this Lease shall automatically cease and terminate and both Landlord and Tenant shall be released of all obligations and liabilities assumed hereunder.

Tenant may terminate this Lease by notice to Landlord by registered or certified mail if Landlord is unable to deliver possession of the demised Premises to Tenant with Landlord's work completed within six (6) months following approval of this Lease by Tenant's Board of Trustees.

3.	RENT:	Tenant shall pay Lau	dlord rent as f	ollows:				
	Α.	Minimum Rent:	Fenant shall p	oay to Landle	ord without pr	rior demand,	deduction, o	r offset,
ninirmım rental a	at the rate	of See Article 61 her	ein set forth i	n Article 61 he	meof			
on the first (1st)	_) per mo	enth payable in advan each calendar month.	ce upon the co	ommencement m rent for the	of the first me	onth of the te	rm hereof and ons of a mor	d thereafte ith shall b
prorated.								01
	В.	Percentage Rent: /	13 percentage	r ent the amo w	a t, if any, by w	which	_percent (%
of the gross recei	ipto-for-a	Person vest exceeds	the minimum-	rent. if any, ac	tually paid for	such lease ye	er. Said perc	entag o ror
for convenience	202011111	shall be paid in mont	hlv-installmen	is in an amou	at equal to		percent (%)
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fraction of a mo	oth On-	r before the tenth (10	th) day of eac	h calendar me	mth Tenent sh	ell-mail to La	ndlord a state	ment of it

gross receipts for the preceding calendar month or fraction of month and shall concurrently therewith pay the monthly installment of percentage rent, if any, for the period covered by said statement.

On or before the thirtieth (30th) day of the calendar month following the expiration of each lease year of the term heroof, Tenant shall furnish Landlord with a statement setting forth the gross receipts for the preceding lease year. At that time any adjustment required to keep the percentage rent on a lease year basis shall be made.

Cross Receipts: The term "gross receipts" as used herein shall be the gross sales herein defined, less the deductions herein authorized.

(1) Gross-Sales:—Gross sales shall include all "gross sales" of Tonant as well as Tonant's subtenants, concessionaires and licensees, and said term "Gross Sales" wherever used in this Lease shall be deemed to refer to an embrace, as to any period, the entire amount derived from the business conducted in, on or from the berein "demised Premises" and shall include the actual sales price, or charge, whether for each, credit, conditional contracts of sale, or otherwise, for all merchandise, services, alterations, repairs and any other receipts whatsoever including all deposits not refunded to purchasers, the gross amount received and/or charged for merchandise or services sald, ordered or arranged for in, at or through the demised Premises, irrespective of the point from which such goods are delivered or at which such services are performed or the point or agency at or through which collection therefore is arranged or effected; and the gross amount received from any and all other sources of income derived from the business conducted upon the demised Premises; in case of sales on credit or conditional contracts of sale, the entire amount shall be included irrespective of whether or not payment is actually made therefore.

(2) Deductions: Any amounts collected as or for sales or excise taxes imposed by and duly constituted Governmental authority; any refunds and allowances made to customers by Tenant in connection with merchandise sold-by or returned to Tenant; any and all carrying charges and interest on conditional sales contracts; and any and all delivery charges, the amount whereof had therefore been included by Tenant in Tenant's gross sales. Furthermore, gross receipts shall not include exchange of goods and merchandise between the stores of Tenant where such exchange of goods and merchandise is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has therefore been made at, in from or upon the herein demised Premises. Gross receipts shall be deemed to be attributable to the period in which the services are rendered or the goods delivered, irrespective of whether the sale or transaction out of which they arise is for credit, each, or both, or whether title to the goods sold passes upon delivery or is to pass subsequent to delivery. Tenant shall pay to Landlord in lawful money of the United States at the address provided for notices in Article 22, or at such

or otherwise.

D. Lease Year: The term "lease year" means:

That period of 12 or less consecutive months which ends on December 31st of each year and which falls within the term of this Lease and the period from the last December 31st during the term to and including the last day of

other place as Landlord may from time to time designate in writing to Tenant, all sums due from Tenant under this Lease as rent

Each lease year shall constitute a separate accounting period. for the purpose of computing percentage rent, and gross sales for any one lease year shall not be carried over into any other.

E. Late Charges: Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord's designee within five (5) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to Two Hundred Fifty and NO/100 (\$250.00) Dollars, or four percent (4%) of the amount due, whichever is greater. The parties hereby agree that late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted by this Lease, at law or in equity.

Landlord may elect at any time during the term of this Lease to collect all late charges due and owing from Tenant. In the event that Tenant does not remit the outstanding late charges, Landlord, by giving Tenant ten (10) day written notice, may deduct said late charge(s) from Tenant's Security Deposit at which time Tenant shall restore said deposit pursuant to Article 4 herein.

F. Statements and Audit: Tenant shall at all times during the term hereof keep and maintain on the demised Premises and at the principal office of Tenant adequate books of accounts reflecting all transactions necessary or convenient for the determination of Tenant's gross receipts and of the rent hereunder. Landlord and/or its duly authorized accountants; agents or atterneys shall have the right from time to time during the term hereof and for a reasonable time thereafter to inspect, at reasonable business hours, the sales books, sales records and sales tax returns of Tenant pertaining to the demised Premises. If such inspection discloses substantial error, (two percent [2%] or more), then the cost of the inspection shall be paid by Tenant. Said books and records shall be preserved for at least two (2) years after the period to which they relate. Should any such statement be found to be inaccurate or incomplete, adjustment shall be made forthwith in accordance with the true condition of business for the period represented by said statement. It shall be deemed to be a violation of the term of this Lease, and in that respect Lendlord shall have the right to cancel and terminate this Lease in addition to all other legal remedies, in the event that any statement required to be furnished by Tenant to Landlord under the provisions of this paragraph shall be made falsely or fraudulently, knowingly or with intent to furnish incorrect data as the basis for the fixing of the rentals hereunder.

Furthermore, the Tenant agrees to install a cash register or register to be equipped with an accumulative total which shall be sealed in a manner approved by Landlord for the use of Tenant, its agents, servants, representatives and employees and said Tenant agrees to register or cause to be registered upon said each register all sales made upon the Premises or originating therefrom, whether for each or credit or C.O.D. or conditional contact of sale or otherwise, and such registration shall be made immediately at the time the sale is made and receipt from the cash register showing the correct amount of purchase shall be delivered to the purchaser at the time the purchase is made, and failure to do so shall constitute violation of this Lease. Landlord shall have and is hereby granted the right to examine and check the total on said cash registre daily, weekly, or menthly, as said Landlord may elect to determine therefrom the amount of gross receipts and of determining therefrom the amount of rental to be paid by the Tenant as in this Lease provided for. Tenant agrees to keep daily and dated

detailed-strip from said each-register or registers on file and Landlord-shall have the privilege of inspecting these detailed strips when desired.—The term "sales" as used in this paragraph shall include all of the gress cales of Tenant and/or any subtenant or consessionaire as defined in Paragraph 3(C) hereof.

- 4. SECURITY DEPOSIT: ADVANCE RENT: Tenant shall deposit with Landlord upon execution hereof the sum of Three Thousand Seven Hundred Thirty Seven and 50/100 (\$3,737.50) Dollars which shall be applied to Tenant's Minimum Rental for month three (3) of the Lease Term, leaving a balance of Three Thousand Nine Hundred and NO/100 (\$3,000.00) Dollars as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due, hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum is all or any portion of said deposit. Tenant shall within ton (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated and Tenant's failure to do so shall be a breach of this Lease, and Landlord may at his option terminate this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit or so much thereof as had not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder within fifteen (15) days after the expiration of the term hereof, or after Tenant has vacated the Premises, whichever is later.
- 5. BUILDING / PREMISES: The demised Premises consist of a building shell containing approximately three thousand two hundred fifty (3,250) square feet with an approximate frontage of fifty (50) feet and an approximate depth of sixty-five (65) feet, which distances have been measured to the outside of exterior walls and to the center of interior walls. Tenant acknowledges that it has been provided with an opportunity to measure the Premises prior to the execution of this Lease, and Landlord and Tenant conclusively agrees to be bound by the above stated dimensions whether or not they are accurate. Landlord and Tenant additionally agrees that the minimum rent shall be deemed to have been calculated in gross, rather than on a square foot basis.

Landlord has not agreed to make any improvements to the Premises or to provide any Tenant improvement allowance except as is specifically set forth in this Lease.

Within ten (10) days after the execution of this Lease, Tenant shall provide Landlord with a written fixture plan for the Premises. Should Tenant not provide these plans to Landlord within ten (10) days, Landlord shall have the option of terminating this Lease and retaining the security deposit, notwithstanding anything to the contrary contained herein.

Following Landlord's approval of Tenant's fixture plan for any improvements for which a building permit is required. Tenant shall select and retain an architect to prepare plans and specifications for construction, which plans shall be subject to Landlord's written approval. Said improvements shall thereafter be promptly constructed by Tenant in accordance with such plans and specifications. All such improvements shall be constructed in strict accordance with applicable building codes and pursuant to a building permit. The provisions contained at Article 10. D. of this Lease shall also be applicable to Tenant's initial improvements.

Landlord's approval of Tenant's initial plans and specifications shall not be unreasonably withheld or delayed. Landlord shall not be required to approve such plans and specifications if in the sole judgment of the Landlord any or all of the proposed improvements, changes or additions would adversely affect the store structure, the adjoining stores, the building in which the Premises are located, the over-all design of the Shopping Center, the general utility of the Premises, or unreasonably increase the anticipated cost of repairs or rate of obsolescence or depreciation.

6. COMMON AREAS: Landlord shall make available at all times during the term of this Lease on such portions of the Shopping Center as Landlord shall from time to time designate or relocate such automobile parking and other common areas as Landlord shall from time to time deem appropriate, including automobile parking areas as required by law. Tenant shall have the non-exclusive right during the term of this Lease to use the common areas for itself, its employees, agents, customers, invitees, and licensees.

The term "common area" shall mean the portions of the Shopping Center which have at the time in question been designated and improved for common use by or for the benefit of more than one Tenant or concessionaire of the Shopping Center, including any of the following (the specific recitation of which shall not be deemed to limit the definition of "common area"); the land and facilities utilized as parking areas; access and perimeter roads; truck passageways (which may be in whole or in part subsurface); service corridors and stairways providing access from store Premises; landscaped areas; exterior walks, arcades, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs, arcades and or balconies; directory equipment; wash rooms, comfort rooms, drinking fountains, toilets and other public facilities; and bus stations and taxi stands, but excluding any portion thereof when designated by Landlord for a noncommon use, provided any portion of the Shopping Center which was not included within common areas shall be so included when so designated and improved for common use.

All common areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may have delegated or assigned to exercise such management or control, in whole or in part, in Landlord's place and stead. In no event shall Tenant have the right to sell or solicit in any of the common areas.

Landlord shall have the right to close temporarily, if necessary, all or any portion of the common areas to such extent as may in the opinion of Landlord's counsel be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the common areas to discourage noncustomer use; to use portions of the common areas while engaged in making additional improvements or repairs or alterations to the Shopping Center but in doing so will provide adequate parking for Tenant's business; and to do and perform such other acts in, to, and with respect to, the common areas as in the use of good business judgment Landlord shall determine to be appropriate for the Shopping Center.

Landlord shall have the right to increase the size of the common areas, including the expansion thereof to adjacent property; to reduce the common areas; to rearrange the parking spaces and improvements on the common areas; and to make such changes therein and thereto from time to time which in its <u>reasonable</u> opinion are deemed to be desirable and for the best interests of all persons using the common areas.

Tenant agrees that it and its concessionaires, agents, employees, and vendors, suppliers and other independent contractors will use such access roads and will operate trucks and trailers delivering merchandise to and from the Premises upon and over such access roads as are designated therefore by Landlord as a means of ingress to and egress from the Premises.

Landlord shall have the right to establish, and from time to time to change, alter and amend, and to enforce against Tenant and the other users of the common areas such reasonable rules and regulations (including the exclusion of employees' parking therefrom) as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the common area. Such rules and regulations may provide, without limitation, the reasonable hours during which the common areas shall be open for use. Landlord may, if in its opinion the same be advisable, establish a system or systems of validation or other type operation to control the parking areas, including a system of charges against non-validated parking checks of users. Tenant agrees to abide by and conform to such rules and regulations; to cause its concessionaires, employees and agents, to so abide and conform, and to use its best efforts to cause its customers, invitees and licensees to so abide and conform. Tenant shall not be required to pay for any such validation.

It is understood agreed that the employees of Tenant and the other Tenants of Landlord within the Shopping Center shall not be permitted to park their automobiles in the automobile parking areas which may from time to time be designated for patrons of the Shopping Center. Landlord may, at Landlord's election, designate a reasonable number of spaces space for employee parking either within the Shopping Center parking area or in an area reasonable number of spaces space for employee parking either within the Shopping Center parking area or in an area reasonable close thereto, which may be areas on the public streets if allowed by the City in which the Premises are located. Landlord shall have the right to change such designated parking area from time to time. Tenant and its employees shall park their cars only in those portions of the parking areas, if any, designated for that purpose by Landlord. The areas designated by Landlord for employee parking shall be large enough to accommodate the employees of Tenant. Tenant shall furnish Landlord with its and its employees' automobile license number within fifteen (15) days after opening for business and Tenant shall thereafter notify Landlord of any changes within five (5) days after such change occurs. Upon prior notification from Landlord. If Tenant or its employees fail to park their cars in designated employee parking areas, then after reasonable notice to Tenant. Landlord may charge Tenant ten dollars (\$10.00) per day for each day or partial day per car parked in any areas other than those so designated. Tenant hereby authorizes Landlord to tow away from the Shopping Center at Tenant's expense any improperly parked car or cars belonging to Tenant or Tenant's employees and/or to attach violation stickers or notices to such cars.

During the term of this Lease Landlord shall keep or cause the common areas to be kept in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all costs and expenses incurred by Landlord in connection therewith shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the term "costs and expenses incurred" shall mean all sums expended by Landlord for payment of all work deemed necessary by Landlord for the operation, maintenance, replacement and repair of the common areas, including the following (the specific recitation of which shall not be deemed to limit the definition of such costs and expenses); resurfacing, restriping, cleaning and sweeping the parking areas; any upgrades or alterations to the parking lots and/or sidewalks necessitated by the Americans with Disabilities Act (ADA), or any other such governmental agency or mandate; trash removal; painting; janitorial services; maintenance, repair and replacement when necessary of sidewalks, curbs, bumpers, all shopping center signs, planting and landscaping, and lighting and other utilities; operation, maintenance and repair of any common fire protection systems, automatic sprinkler systems and storm drainage systems; personnel to implement such services including the cost of security guards; police and fire protection services; any assessments, including taxes, imposed by governmental agencies; costs of utility services; depreciation on maintenance and operating machinery and equipment, if owned, and rental paid for such machinery and equipment, if rented; public liability and property damage insurance on the common areas; Worker's Compensation insurance for personnel; and an amount equal to fifteen percent (15%) of the aforementioned expenses other than insurance premiums and property taxes for each calendar year to Landlord for Landlord's administration and supervision of the common areas.

Tenant shall pay to Landlord upon demand, but not more often than monthly, Tenant's prorata share of the amount of all costs and expenses incurred by Landlord as set forth in this article. Tenant's prorata share shall be equal to the ratio which the floor area of Tenant's Premises bears to the total floor area of all Tenants or entities participating in the appropriate service, repair or maintenance depending on whether the service, repair or maintenance encompasses a specific building(s) and or the entire Shopping Center. Landlord reserves the right to bill Tenant monthly as a reasonably estimated amount of all expenses to be incurred by Landlord under this paragraph. In such event, Landlord shall provide Tenant with a statement at the end of each calendar year setting forth all expenses actually incurred and shall make any appropriate adjustments.

Landlord shall keep accurate records for at least two (2) years showing in detail all such costs and expenses incurred which shall be available for inspection and audit by Tenant or Tenant's representatives, at Tenant's expense. The manner in which the common areas shall be operated and maintained and the expenditures therefore shall be in Landlord's sole discretion. Landlord reserves the right to appoint a substitute operator to operate and maintain the common area and may enter into a contract therefore with such operator on such terms and conditions and for such period or term as Landlord shall deem proper; and if Landlord does so, the substitute operator rather than the Landlord shall be entitled to receive the management fee provided above.

7. TAXES: Tenant agrees to pay Landlord its proportionate share of all taxes levied and assessed during the term of this Lease upon the land, buildings and personal property comprising the Shopping Center including the common areas of the Shopping Center. The share of taxes to be paid by Tenant shall be deemed to be the product derived by multiplying the total of the taxes levied or assessed against the Shopping Center by a fraction, the numerator of which is the floor area (as defined in this Lease) contained in the Premises and the denominator of which is the total floor area contained in the Shopping Center, exclusive of any portion of the total floor area which may be assessed and taxed separately from the portion of the Shopping Center in which the Premises are located. Tenant shall pay one-twelfth (1/12th) of the amount estimated by Landlord to be Tenant's share of such taxes with each monthly installment of minimum annual rent due hereunder. Following Landlord's receipt of the applicable tax bill, Landlord shall notify Tenant relative to any additional amount owing, and shall accompany such notice with a computation of the amount due and reasonable back-up therefore) and Tenant shall pay such additional amount to Landlord within ten (10) days thereafter. In the event Tenant's monthly tax payment exceeds the taxes attributable to the Premises, such excess shall be credited against Tenant's future tax obligations. Taxes for the first and last years of the term hereof shall be prorated between Landlord and Tenant. For the purposes of this Article, "taxes" shall include all assessments for public improvements levied or assessed against the Shopping Center, any tax assessed upon or measured by the rents

received by Landlord hereunder; any tax, fee or charge on the operation and use of the Shopping Center and/or the common area imposed by the United States Environmental Protection Agency or any other federal, state or local governmental Protection Agency or any other federal, state or local governmental entity; and shall also include any taxes or assessments which in the fixture may be imposed upon the Landlord in lieu of any presently imposed tax or assessment.

Tenant shall also pay before delinquency any and all taxes, assessments, license fees and public charges levied, assessed or imposed at any time and which become payable during the term of this Lease upon Tenant's leasehold improvements, fixtures, equipment, furniture, inventories or merchandise and any other personal property installed or located on the Premises whether or not such assessment is made against Tenant or against Landlord, either separately or as part of the assessment of the Shopping Center, and whether installed by Landlord or by Tenant.

It is agreed and understood that the term "taxes" as used herein shall not include any franchise, excise, gift, estate, inheritance, succession, capital levy or transfer tax of Landlord arising out of or in connection with this Lease or Landlord's rights in the Premises, or any net income, excess profits or revenue tax, charge or levy against Landlord.

In no event shall Tenant be required to pay twice for the same tax.

8. USE OF PREMISES: Tenant shall use the Premises solely for the purposes and under the trade name as follows:

Permitted use: a first class art gallery for the display of student art, art seminars, and related administration uses only and for no other purpose.

Trade name: Coastline Community College

- A. Tenant shall not use or permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever without the written consent of Landlord first had and obtained, which shall not be unreasonably withheld, may be withheld at Landlord's sole and absolute discretion. Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting therein a secondhand store, auction, distress or fire sale or bankruptcy or going-out-of-business sale, or for any use or purpose in violation of the laws of the United States of America or the State of California or the ordinances, regulations and requirements of the City and County wherein the Premises are situated. Tenant further covenants and agrees that during the term hereof the Premises, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odors, or nuisances, and that all health and policy regulations shall, in all respects and at all times, be fully complied with by
- B. Tenant agrees that all trash and rubbish of Tenant shall be deposited within receptacles and that Tenant shall not cause or permit any trash receptacles to remain outside the Building. In the event Landlord provides or designates trash receptacles, Tenant agrees to cause such receptacles to be emptied and trash removed at its own cost and expense. Tenant agrees to first bag the trash before depositing it in the authorized trash area. Landlord reserves the right to contract for trash removal and bill Tenant for said service as provided in Article 6 herein.
- C. Tenant may not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or to remain outside the exterior walls and permanent doorways of the Premises. Tenant shall not permit any audible noise from any source or device of any nature to be heard outside of the Premises. Tenant shall not place or authorize to have placed or affixed handbills or other advertising materials on automobiles or buildings within the Shopping Center.
- UTILITIES SERVICES: Tenant shall pay for all water, gas, power and electric current and all other utilities used by Tenant on the Premises from and after the delivery of possession thereof by Landlord. If any such charges are not paid when due, Landlord may pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as additional rent. Landlord shall have the option of requiring Tenant to install its own meter, at its Tenant's expense. In the event that any utilities are furnished by Landlord, then and in that event the rates charged Tenant shall not be exceed those of the local public utility company as if its services were furnished directly to Tenant, and shall not be less than its prorate share of any jointly metered service based upon the square footage of the buildings served. Except in the event of Landlord's gross negligence or willful misconduct. Landlord shall not be liable for damages or otherwise for any failure or interruption of any utility service being furnished the Premises, and no such failure or interruptions shall entitle Tenant to terminate this Lease or to abate payment of any portion of the rent due hereunder. In the event service is interrupted. Landlord agrees to use its best efforts to restore such service as promptly as possible. Nothing contained in this Lease shall limit Landlord in any way from granting or using easements on, across, and under the Shopping Center for the purpose of providing utility services.

10. REPAIRS AND MAINTENANCE, AND ALTERATIONS:

- A. Tenant shall, during the term of this Lease, keep the Premises, including all improvements constructed by Tenant therein, in good order, condition and repair, including the interior surface of exterior walls; all windows, doors door frames, and door closures; all plate glass, storefronts and showcases; all carpeting and other floor covering; all electrical equipment; all heating and air conditioning equipment; and all plumbing and sprinkler systems, if any, installed therein; and shall as necessary, or when required by governmental authority, make modifications or replacements thereof. Landlord shall have no obligation to repair or maintain the Premises or improvements constructed therein except as in this Lease provided. Tenant hereby waives the right to make repairs at Landlord's expense under the provisions of any laws permitting repairs by a Tenant at the expense of the Landlord (including section 1942 of the Civil Code of the State of California) to the extent allowed by law, in that Landlord and Tenant have by this Lease made specific provision for such repairs and have defined their respective obligations relating thereto. Tenant expressly agrees that the use of roof areas shall be limited to ingress for maintenance purposes only, and that said roof areas shall not be used for storage of inventory or for any other use.
- B. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but shall not be obligated, to make such repairs or perform such maintenance on behalf of and for the account of Tenant following reasonable notice to Tenant. In such event, such work shall be paid for by Tenant as additional rent promptly upon demand. In the event of emergency repairs, Tenant hereby grants to Landlord the right to enter upon the Premises at any time.

- Landlord shall keep in good order, condition and repair the foundations, exterior walls (excluding the interior of all walls and the exterior or interior of any windows, doors, plateglass and display windows) and roof (excluding interior ceiling) of the Building, except for any damage thereto caused by any act, negligence or omission of Tenant, except for reasonable wear and tear, and except for any structural alterations or improvements required by any governmental agency by reason of Tenant's use and occupancy of the Premises. Landlord shall have the right, but shall not be obligated to, contract with a service company for the maintenance of the heating and air conditioning equipment for the Premises, on behalf of and for the account of Tenant. Tenant shall reimburse Landlord for Tenant's prorata share of the cost which Landlord incurs in performing its repairs and maintenance as aforesaid, with respect to the Building. Said prorata share shall be equal to the ratio which the floor area of Tenant's Premises bears to the total floor area of the Building. Tenant shall pay its prorate share of such costs and expenses to Landlord within ten (10) days after receipt of an invoice for the cost of same from Landlord, provided, however, if Landlord reasonably anticipates incurring such costs during any calendar year during the term of this Lease, Landlord may submit monthly billings to Tenant of the amount which Landlord estimates to be Tenant's prorata share of same. In such event, Tenant's actual share shall be computed as aforesaid and appropriate adjustments shall be made following completion of such maintenance and repair. Notwithstanding anything contained herein to the contrary, during the primary Lease term or any extension thereof. Tenant shall not be obligated for any expense reimbursement for the repair or replacement of the roof and HVAC units that service the Premises.
- Tenant shall not make any alterations, additions, changes or improvements (collectively called "improvements") to the interior or exterior of the Premises nor make any contract therefore without first procuring Landlord's written consent. Landlord shall not unreasonably withhold or delay its consent to non-structural improvements which do not affect the exterior appearance of the building containing the Premises. All improvements, including floor coverings, made by Tenant to or upon the Premises, except light fixtures, signs, cases, counters or other removable trade fixtures, shall at once when made or installed be deemed to have become the property of Landlord; provided, however, if prior to termination of this Lease, or within fifteen (15) days thereafter, Landlord so directs by written notice to Tenant, Tenant shall promptly remove the improvements following the expiration or earlier termination of this Lease which were placed in or on the Premises by Tenant and which are designated in said notice and shall repair any damage occasioned by such removal, and in default thereof Landlord may effect said removals and repairs at Tenant's expense. All work with respect to improvements must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the improvements on the Premises shall at all times be a complete unit except during the period of work. Any such improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto, and with the requirements of all carriers of insurance on the Premises and the Board of Underwriters, Fire Rating Bureau, or similar organization. In performing the work of any such improvements, Tenant shall have the work performed in such a manner so as not to obstruct the access to the Shopping Center of any other Tenant in the Shopping Center. Before commencing any such work or construction in or about the Premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Landlord shall have the right at any time and from time to time to post and maintain on the Premises such notices as Landlord deems necessary to protect the Premises and Landlord from the liens of mechanics, laborers, materialmen, suppliers or vendors.

11. INSURANCE:

A. Use; Rate: Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way tend to increase insurance rates on the building in which the Premises are located. In no event shall Tenant carry on any activities which would invalidate any insurance coverage thereon.

B. Liability and Property Damage Insurance:

- (1) Tenant shall during the lease term at its sole expense maintain in full force a policy or policies of comprehensive public liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the Premises and any portion of the common area which is subject to Tenant's exclusive control. Said liability insurance shall be in an amount not less than \$1,000,000.00 combined single limit for bodily injury and property damage.
- (2) Landlord shall during the lease term maintain in full force a policy or policies of public liability insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring in or on the common area, except any portion thereof subject to Tenant's exclusive control. Said liability insurance shall be in an amount of not less than \$1,000,000.00 combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance: Tenant shall at all times maintain Worker's Compensation insurance in compliance with California law.
- (4) Fire and Casualty Insurance: Landlord shall pay for and shall maintain in full force and effect during the term of this Lease a policy or policies of fire and casualty insurance which may include endorsements of Landlord's selection, or any other coverage required by Landlord's lender or government agency. Tenant shall reimburse Landlord for its prorata share of the premium paid by Landlord for such insurance within ten (10) days after delivery to Tenant of an itemized statement therefore. Landlord reserves the right to bill Tenant monthly an estimated amount of all expenses to be incurred by Landlord under this paragraph. In such event, Landlord shall provide Tenant with a statement at the end of each calendar year setting forth all expenses actually incurred and shall make any appropriate adjustments.
- (5) Waiver of Subrogation: Each party ("insured") hereby waives its right of recovery to the extent of insurance recovery against the other party, the other party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damage, including consequential loss or damage, to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the insured.

C. General Requirements:

- (1) All policies of insurance required to be carried hereunder by Tenant shall be written with companies satisfactory to Landlord and licensed to do business in the State of California.
- (2) Each policy of public liability insurance required to be carried under paragraphs 11-B-1 and 11-B-2 shall provide that it will be deemed primary and noncontributing with the insurance carried by the other party.
- (3) Each policy required under paragraphs 11-B-1 and 11-B-2 shall expressly include, severally and not collectively, as named or additionally named an additional insured thereunder, the other party and any person or

firm designated by the other party and having an insurable interest thereunder, hereinafter called "additional insured," as their respective interests may appear.

- (4) Said insurance shall not be subject to cancellation or reduction in coverage except upon at least ten (10) days' prior written notice to each additional insured. The policies of insurance or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums thereon, shall be deposited with each additional insured at the commencement of the term and not less than thirty (30) days prior to the expiration of the term of such coverage. If the primary insured fails to comply with this requirement, any additional insured may obtain such insurance and keep it in effect, and the primary insured shall pay to the additional insured the premium cost thereof upon demand with interest from date of payment by the additional insured to the date of repayment by the primary insured.
- D. Blanket Insurance: Each party shall be entitled to fulfill its insurance obligations hereunder by maintaining a so-called "blanket" policy or policies of insurance in such form as to provide by specific endorsement coverage not less than that which is required hereunder for the particular property or interest referred to herein.

In no event shall Tenant be required to pay twice for the same insurance.

12. DAMAGE AND RESTORATION:

- A. Duty to Restore: If the improvements on the Premises or the shopping center are partially or totally damaged by fire or other casualty so as to become partially or totally untenantable, which damage is insured against under any policy of fire and extended coverage insurance then covering the damaged improvements, they shall be rebuilt by Landlord with due diligence at Landlord's expense unless Landlord elects not to do so as provided in paragraph 12-B and fixed minimum rent only shall be abated until restoration provided that if Tenant continues to conduct business in the premises Premises, said rent shall be abated in the proportion which the untenantable portion bears to the entire Premises before the damage occurred.
- B. Election to Terminate: If the improvements on the Premises or the shopping center, whether or not the Premises are a part thereof, are damaged for any cause whatsoever, whether insured against or not, to the extent of at least twenty-five percent (25%) of the then replacement cost during the term of this Lease or, as to the Premises or the Building containing the Premises, to the extent of at least ten percent (10%) twenty-five percent (25%) thereof during the last three (3) two (3) one (1) year of said term, Landlord shall, within not more than ninety (90) days after such damage, notify Tenant of Landlord's election to terminate this Lease or to restore the improvements on the Premises and such portion of the improvements in the balance of the shopping center as in Landlord's sole discretion is necessary to create an economically feasible commercial unit. If Landlord elects to repair or restore the damaged improvements, then with respect to the Premises, Landlord and Tenant shall restore them in the same manner and to the same extent as work was done by each of them in the original construction and fixturizing of the improvements, and the damaged improvements in the balance of the shopping center shall likewise be restored to the extent required in the preceding sentence. If Landlord elects not to restore as aforesaid, this Lease shall terminate effective as of the date of such damage upon the giving of notice of election by Landlord as aforesaid.
- C. Election to Terminate by Tenant: If the Premises or the building containing the Premises is damaged to the extent of at least twenty-five percent (25%) thereof during the last one (1) year of the term, Tenant shall have the right to terminate this Lease by written notice to Landlord given not more than ninety (90) days after such damage.

13. EMINENT DOMAIN:

- A. Definition: If there is any taking of or damage to all or any part of the shopping center or any interest therein because of the exercise of the power of eminent domain, whether by condemnation proceedings or otherwise, or any transfer of any part thereof or any interest therein made in avoidance of the exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "taking") prior to or during the term hereof the rights and obligations of the parties with respect to such taking shall be provided in this paragraph 13.
- B. Total Condemnation: If there is a taking of all of the Premises, this Lease shall terminate as of the date of such taking.
- C. Partial Condemnation: If twenty-five percent (25%) ten percent (10%) or more of the ground floor area of Tenant's Premises shall be taken, either party shall be entitled to terminate this Lease, or if twenty-five percent (25%) or more of the ground floor area of all buildings in the shopping center shall be taken whether Tenant's Premises are taken or not, Landlord shall be entitled to elect to terminate this Lease; and the terminating party shall give the other party written notice of such election not later than thirty (30) days after the date Landlord delivers notice to Tenant that possession of title to the portion of the Premises taken has vested in the condemnor. If neither party gives such notice or less than twenty-five percent (25%) of the ground floor area of either Tenant's Premises or buildings in the shopping center shall be taken, this Lease shall remain in full force and effect and rent shall be adjusted as provided in paragraph 13-G.
- D. Parking Area: If twenty-five percent (25%) or more of the parking area within a radius of two hundred (200) feet from the main entrance to the Premises shall be taken, either party shall be entitled to elect to cancel and terminate this Lease and shall give the other party written notice of such election not later than thirty (30) days after the date Landlord delivers notice to Tenant that possession of title to said portion of the parking area taken has vested in the condermor. If neither party gives such notice or more than seventy-five percent (75%) of said portion of the parking area will be available after such taking, this Lease shall remain in full force and effect. In no event shall Tenant have the right to terminate this Lease if Landlord provides additional parking area within the shopping center which, when combined with the remaining parking area provides a parking area which is at least seventy five percent (75%) as large as said portion of the parking area before the
- E. Termination Date: If this Lease is terminated in accordance with the provisions of this paragraph

 13, such termination shall become effective as of the date physical possession of the particular portion is taken.
- F. Repair and Restoration: If this Lease is not terminated as provided in this paragraph 13, Landlord shall at its sole expense restore with due diligence the remainder of the improvements occupied by Tenant so far as practicable to a complete unit of like quality, character, and condition as that which existed immediately prior to the taking, provided that the scope of the work shall not exceed the scope of the work to be done by Landlord originally in constructing the Premises, and further provided that Landlord shall not be obligated to expend an amount greater than that which was awarded to Landlord for such taking.

- G. Rent Adjustment: If this Lease is not terminated as provided in this paragraph 13, the fixed minimum rent shall be reduced by that portion which the floor area taken bears to Tenant's total floor area immediately before the taking.
- Award: The entire award or compensation in such proceedings, whether for a total or partial taking or for diminution in the value of the leasehold or for the fee shall belong to and be the property of Landlord; provided that Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant for the taking of trade fixtures and equipment owned by Tenant (meaning personal property which may be removed without substantial damage to the Premises) and for the expense of removing and relocating them.

14. INDEMNITY; WAIVER:

A. Indemnity: Except for Landlord's negligence or willful misconduct, Tenant shall indemnify and save Landlord harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liability, damages, loss, cost or expense, including reasonable attorney's fees for the defense thereof, arising from or connected with the conduct or management of the business conducted by Tenant on or about the Premises, or the use or occupancy of Tenant's Premises, or from any breach or default on the part of Tenant in the performance of any covenants or agreement on the part of Tenant to be performed pursuant to the terms of this Lease or from violations of or noncompliance with any laws, ordinances, rules, regulations, and requirements of any governmental body or authority or the national Board of Underwriters or similar insurance organization, which affect Tenant's Premises, or from any acts or omissions of Tenant or any person upon Tenant's Premises by license or invitation of Tenant or occupying Tenant's Premises or any part thereof under Tenant.

Except for Tenant's negligence or willful misconduct, Landlord shall indemnify and save Tenant harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liability, damages, loss, cost or expense, including reasonable attorney's fees for the defense thereof, arising from or connected with the conduct or management of the shopping center conducted by Landlord, or from any breach or default on the part of Landlord in the performance of any covenants or agreement on the part of Landlord to be performed pursuant to the terms of this Lease or from violations of or noncompliance with any laws, ordinances, rules, regulations, and requirements of any governmental body or authority or the national Board of Underwriters or similar insurance organization, which affect the shopping center, or from any acts or omissions of Landlord or any person upon the shopping center by license or invitation of Landlord.

- B. Waiver: All property kept, stored or maintained in Tenant's Premises shall be so kept, stored, or maintained at the sole risk of Tenant; and except in the case of Landlord's affirmative negligence or willful misconduct, Landlord shall not be liable, and Tenant waives all claims against Landlord, for damages to persons or property sustained by Tenant or by any other person or firm resulting from the building in which the Premises are located or by reason of Tenant's Premises or any equipment located therein becoming out of repair, or through the acts or omission of persons occupying adjoining Premises or any part of the building of which the Premises are a part, or any persons present in the shopping center, or for loss or damage resulting to Tenant or its property from burst, stopped or leaking sewers, pipes, conduits, or plumbing fixtures, or for interruptions of any utility services, or from any failure of or defect in any electric line, circuit, or facility, or any other type of improvement or service on or furnished to Tenant's Premises or resulting from any accident in, on, or about Tenant's Premises or the building in which the Premises are located, or resulting directly or indirectly from any act or neglect of any other Tenant or person in the shopping center.
- 15. SIGNS: Tenant agrees to provide to Landlord within fourteen (14) days after the execution of this Lease, a sign plan showing compliance with the Landlord's approved sign criteria. Tenant may install and maintain any ordinary and usual trade signs on the front of the demised Premises directly above the store front of the building provided that: (1) Tenant obtains all necessary governmental permits and other approvals and that upon completion of work it is inspected by the appropriate governmental agency and a copy of the final inspection be provided to the Landlord; (2) any sign installed, erected, placed or maintained on the demised Premises or the exterior walls thereof shall be of a neat character and design, consistent with Landlord's overall sign plan, and shall advertise or refer to the kind and character of business which Tenant is permitted hereunder to conduct in the demised Premises; and (3) all exterior signs on the demised Premises shall be subject to the written approval of Landlord, which approval shall not be unreasonably or arbitrarily withheld.

No signs shall be displayed by the Tenant, and no showcases, merchandise, obstructions, or any advertising device of any kind whatsoever shall be placed by the Tenant in or on the sidewalks, areaways, pedestrian malls, or other similar common areas, upon which the store building of the demised Premises abuts. Furthermore, Tenant shall not install any awnings on the demised Premises without the prior written consent of the Landlord.

- 16. RADIUS CLAUSE: Tenant hereby agrees that it will not directly or indirectly during the form of this Lease or any renewals or extensions thereof open, operate, or otherwise become interested in a business similar in nature or in any way competitive to that business conducted on the demised Premises within a three (3) mile radius of the demised Premises.
- 17. TRADE FIXTURES: All trade fixtures and equipment installed by Tenant in the demised Premises shall be new and of good quality. So long as Tenant shall not be in default hereunder, all trade fixtures and shelving installed by Tenant in the Premises shall remain the personal property of Tenant and be removable by it at any time prior to the termination of this Lease. It is agreed that Tenant shall have five (5) days after the expiration of the term of this Lease to remove its trade fixtures. Any such removal shall be effected without damage to the building. All such fixtures and shelving shall become a part of the freehold and the property of Landlord upon, but only upon, occurrence of default by Tenant hereunder and its failure to rectify the same within the time and under the conditions hereinafter provided.
- 18. LIENS: Tenant shall keep the Premises and the shopping center free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises. If Tenant disputes the correctness or validity of any claim of lien, Tenant shall within ten (10) days after written request by Landlord

record such bond as will release said property from the lien claimed. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall be in default in paying any charge for which a lien claim and suit to foreclose the lien have been filed, and shall not have given Landlord security to protect the Premises, the shopping center, and Landlord, then Landlord may, but shall not be obligated to, pay the said claim and any costs and fees related thereto, and the amount so paid, together with reasonable attorneys' fees incurred by Landlord in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant agrees to and shall pay the same with interest at ten percent (10%) per annum from the dates of Landlord's payments.

- 19. RIGHT OF ACCESS: Landlord and its authorized agents and representatives shall be entitled, upon reasonable advance notice, except in the case of an emergency, to enter the Premises at all reasonable times for the purposes of: inspecting them, making the repairs which Landlord is obligated to make under this Lease; posting any notice provided by law that relieves a Landlord from responsibility for the acts of a Tenant; exhibiting the Premises to prospective buyers, Tenants, or lenders; and posting ordinary signs advertising the Premises for sale or for lease on the exterior of the building during the last one hundred eighty (180) days of the term or any extended term hereof.
- 20. DELAYING CAUSES: If either party is delayed in the performance of any covenant of this Lease because of any of the following causes (referred to elsewhere in this Lease as "delaying cause"): acts of the other party, action of the elements, war, riot, labor disputes, inability to procure or general shortage of labor or materials, delay in transportation, delay in inspections, or any other cause beyond the reasonable control of the party so obligated, whether similar or dissimilar to the foregoing, financial inability excepted, then such performance shall be excused for the period of the delay and the period for such performance shall be extended for a period equivalent to the period of such delay, except that the foregoing shall in no way effect Tenant's obligation to pay rent for the length of the term of this Lease.

21. ASSIGNMENT, SUBLETTING AND ENCUMBRANCE:

- A. Landlord's Consent Required: Tenant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, and any attempt to do so without such consent being first had and obtained shall be voidable and, at Landlord's election, shall constitute a default under this Lease.
- B. Tenant's Application (Assignment and Sublease): In the event that Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, Tenant shall submit to Landlord at least sixty (60) thirty (30) days prior to the proposed effective date of the assignment or sublease ("Proposed Effective Date"), in writing: (1) a notice of intention to assign or sublease, setting forth the Proposed Effective Date, which shall be no less than 60 45 or more than 90 days after the sending of such notice; (2) the name of the proposed subtenant or assignee; (3) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (4) the terms and provisions of the proposed sublease or assignment; and (5) audited financial statement of the proposed subtenant or assignee. prepared by an accounting firm satisfactory to Landlord.
- C. Landlord's Option to Terminate: Landlord shall have the right, to be exercised by giving notice to Tenant within sixty (60) days after receipt of Tenant's above-described written notice, to terminate this Lease and recapture the Premises. If such notice of termination is given by Landlord, it shall serve to cancel and terminate this Lease with respect to the Premises; provided, however that no termination of this Lease with respect to the Premises shall become effective without the prior written consent of the holder of any first deed of trust to which this Lease is then subject.
- D. Assignment or Sublease Profit: In the event of any assignment or sublease, approved by Landlord, of all or any portion of the all or any portion of the rental reserved in the assignment or sublease exceeds the rental or prorata portion of the rental, as the case may be, for such space reserved in the Lease, Tenant shall pay Landlord monthly, as additional rent, at the same time as the monthly installments of rent required hereunder, the excess of the rental reserved in the assignment or sublease, over the rental reserved in this Lease, applicable to the assigned or subleased space.
- E. Fees for Review: In the event that Tenant shall apply for assignment, sublease or encumbrance under this Article, Tenant shall pay to Landlord the sum of One Hundred Fifty (\$150) Dollars as a non-refundable fee for Landlord's time and processing incurred in connection with reviewing such application. In addition to said fee, Tenant shall pay to Landlord, in the event that Landlord retains the services of an attorney to review said application, all reasonable attorney's fees incurred by Landlord in connection with such review provided however that such expense shall not exceed \$1,000.00.
- F. No Release of Tenant: No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by the Tenant under this Lease whether occurring before or after such consent, assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer or to be a release of Tenant from any obligation under this Lease. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.
- G. Assumption of Obligations: Each assignee or transferee, other than Landlord, shall assume all obligations of the Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of the rent, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the term of this Lease; provided, however, that the assignee or transferee shall be liable to Landlord for rent only in the amount set forth in the assignment or transfer. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a counterpart of such assignment and an instrument (in recordable form if required by Landlord) which contains a covenant of assumption by the assignee satisfactory in substance and form to Landlord, consistent with the above requirements (but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability).

22. NOTICES

A. Service: Whenever under this Lease provision is made for notice or demand, it shall be in writing and signed by or on behalf of the party giving the notice or making the demand and served by registered or certified mail, or by

a nationally recognized overnight carrier. If served by registered or certified mail, it shall be deposited in the United States mail, postage prepaid, with return receipt requested, addressed to the party to whom such notice or demand is to be given as provided in paragraph 22-B, and shall be conclusively deemed served twenty-four (24) hours after mailing in California or seventy-two (72) hours after mailing in another state.

B. Address: Any notice or demand to either party may be given to it at the address appearing below its signature on the signature page of this Lease. The address of either party may be changed for the purpose of this paragraph by notice to the other party.

23. SURRENDER OF POSSESSION/HOLDING OVER:

A. Surrender: At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises broom clean and in good condition and repair, reasonable wear and tear excepted.

Holding Over:

- (1) If Tenant, with Landlord's express written consent, remains in possession of the Premises after the expiration or sooner termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to create a month-to-month tenancy terminable at any time upon thirty (30) days written notice by either party. During any such month-to-month tenancy, Tenant shall pay all minimum rent, percentage rent, additional rent and all other fees, costs, and charges required thereunder. All provisions of this Lease shall apply to such month-to-month tenancy except term, which shall be increased by fifty porcent (50%) twenty-five percent (25%) over the monthly minimum rent due Landlord for the last month of the term hereunder.
- (2) If Tenant holds the Premises over the said term without the express written consent of Landlord and shall fail to vacate the Premises after the expiration or sooner termination of this Lease for any cause or after Tenant's right to occupy same ceases, thereafter, and notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant shall be liable to Landlord for rent at twice the monthly installment of minimum rent and related expenses base restal rent (including both fixed minimum rent and percentage rent) as provided in this Lease for the last month of the term hereunder. If the Premises are not surrendered at the expiration, or sooner termination of the term, Tenant shall be responsible to Landlord for all damage, loss and liability which Landlord shall suffer by reason thereof, and Tenant shall indemnify and hold harmless Landlord from and against all claims made by any succeeding Tenant against Landlord resulting from delay by Landlord in delivering possession of the Premises to such succeeding Tenant. Tenant's obligation to observe or perform all of the terms, covenants, conditions, provisions, and agreements of this Lease shall survive the expiration or other termination of this Lease.
- 24. QUIET ENJOYMENT: Subject to the provisions of this Lease and conditioned upon performance of all of the provisions to be performed by Tenant hereunder, Landlord shall secure to Tenant during the lease term the quiet and peaceful possession of the Premises and all rights and privileges appertaining thereto. Notwithstanding the foregoing, Tenant hereby agrees that Landlord is not guarantying, warranting or insuring against actions by other Tenants in the Shopping Center, and Tenant will not attempt to prosecute or hold Landlord liable for the actions, deeds, activities or conduct of other Tenants in the Shopping Center.
- 25. SUBORDINATION: Tenant agrees that this Lease, at Landlord's option, shall be subordinate to any first and second mortgages or first and second trust deeds that may hereafter be placed upon said Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that such mortgages or beneficiaries agree, in writing, to recognize this Lease in the event of foreclosure if Tenant is not in default. Tenant shall execute and deliver, without cost to Landlord, whatever instruments may be required to effect such subordination.
- 26. OFFSET STATEMENT: Tenant shall at any time and from time to time within fifteen (15) days after written request therefore by Landlord deliver a certificate to Landlord or to any proposed mortgagee, trust deed beneficiary, purchaser, or successor in interest, certifying the commencement and expiration dates of the lease term and that this Lease is then in full force and effect and setting forth the amount and nature of modifications, defenses, or offsets, if any, claimed by Tenant. If Tenant fails to deliver such certificate within said 15-day period, Tenant hereby appoints Landlord as Tenant's attorney in fact for the purpose of completing, executing and delivering the certificate to the person or firm requesting it.

27. DEFAULT:

- A. Notice and Remedies: If the rental reserved by this Lease or other charges to be paid hereunder by Tenant, or any part thereof, are not paid when due and remain unpaid for a period of three (3) five (5) days after notice thereof in writing to Tenant, or if Tenant fails to perform with diligence any other covenants or conditions to be performed by it under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the nature of such failure, or if such failure can be corrected but requires more than thirty (30) days to correct, within such further period as is necessary using due diligence at all times, Tenant shall be deemed to be in default and in breach of this Lease; and Landlord, without further notice of any kind, may at its option:
- (1) Terminate Tenant's right to possession of the Premises because of such breach and recover from Tenant all damages allowed under Section 1951.2 of the California Civil Code, including, without limitation, the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, or,
- (2) Not terminate Tenant's right to possession because of such breach, but continue this Lease in full force and effect as provided by California Civil Code Section 1951.4, and in that event Landlord may enforce all rights and remedies under this Lease, including the right to recover the rent and all other charges due hereunder as such rent and other charges become due hereunder.
- B. Right of Re-entry: In the event of any re-entry, Landlord may remove all persons from the Premises, and Landlord may remove all property and any signs located in or about the Premises and place such property in storage in a public warehouse at the cost and risk of Tenant.

- C. Notice of Termination: No re-entry or re-letting of the Premises shall be construed as an election by Landlord to terminate Tenant's right to possession and this Lease unless a written notice of such intention is given by Landlord to Tenant; and notwithstanding any such re-letting without such termination, Landlord may, at any time thereafter elect to terminate Tenant's right to possession and this Lease in the event that at such time Tenant remains in default hereunder.
- D. Non-liability of Landlord: Except in the case of Landlord's affirmative negligence or willful misconduct, Tenant hereby waives all claims or demands for damages that may be caused by Landlord in re-entering and taking possession of the Premises as hereinabove provided and all claims of demands for damages which may result from the destruction of or injury to the Premises and all claims or demands for damages or loss of property belonging to Tenant or to any other person or firm that may be in or about the Premises at the time of such re-entry.
- E. Waiver of Notice: Notwithstanding any provision as to notice contained in this paragraph 27 or any other provision of this Lease relating to notice, (a) if the Tenant is required to comply with any governmental regulation or order within a period less than that to which Tenant would otherwise be entitled to notice hereunder, Tenant shall not be entitled to notice from Landlord beyond the period within which such compliance may be required by such regulation or order; or (b) if the Premises require emergency repairs which Tenant would otherwise be obligated to make under this Lease, but which Tenant is then unable or unwilling to make, Landlord may, without notice, elect to make such repairs for the account and at the expense of Tenant.
- F. Interest: Any sum accruing to Landlord under the terms and provisions of this Lease which shall not be paid when due shall bear interest at the highest lawful rate ten percent (10%) per annum from the date the same becomes due and payable by the terms and provisions of this Lease until paid, unless otherwise specifically provided in this
- G. Other Remedies: Nothing contained in this Lease shall limit Landlord to the remedies set forth in this paragraph 27 and upon Tenant's default Landlord shall be entitled to exercise any right or remedy then provided by law.

28. INSOLVENCY:

- A. Breach of Lease: The filing of any petition by or against Tenant under any chapter of the Bankruptcy Act, or any successor statute thereto, or the adjudication of Tenant as bankrupt or insolvent; or the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tenant, or a general assignment by Tenant for the benefit of creditors, or any other action taken or suffered by Tenant under any state or federal insolvency or bankruptcy act, and the continuance of any of the foregoing events for thirty (30) days shall constitute a default under and breach of this Lease by Tenant, regardless of Tenant's compliance with the other provisions of this Lease; and Landlord at its option by written notice to Tenant may exercise all rights and remedies provided for in paragraph 27, including the termination of this Lease, effective on service of such notice, without the necessity of further notice under paragraph 27.
- B. Operation of Law: Neither this Lease, nor any interest herein, nor any estate created hereby, shall pass by operation of law under any state or federal insolvency or bankruptcy act to any trustee, receiver, assignee for the benefit of creditors or any other person whatsoever without the prior written consent of Landlord. Any purported transfer in violation of the provisions of this paragraph 28-B shall constitute a default under and breach of this Lease, regardless of Tenant's compliance with other provisions of this Lease; and Landlord at its option by written notice to Tenant may exercise all rights and remedies provided for in paragraph 27, including the termination of this Lease, effective on service of such notice without the necessity of further notice under paragraph 27.
- C. Non-waiver: The acceptance of rent at any time and from time to time by Landlord from Tenant as debtor in possession or from a transferee of the type mentioned in paragraph 28-B shall not preclude Landlord from exercising its rights under this paragraph 28 at any time thereafter.
- 29. REMEDIES CUMULATIVE: The various rights, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative, and no one of them shall be construed as exclusive of any of the others, or of any right, priority, or remedy allowed or provided for by law.
- 30. ATTORNEY'S FEES: In the event that Landlord incurs attorneys' fees to enforce, declare or litigate any provision or right hereunder, the Tenant shall be required to pay all such fees and costs in a reasonable amount. Such attorneys' fees and costs shall include the preparation and service of notices to pay rent or quit and to perform covenant under this Lease, together with all other types of notices. In the event that Tenant is the prevailing party in litigation involving this Lease, Tenant shall be entitled to such reasonable attorneys' fees as may be awarded by the court. Tenant shall not be deemed to be a prevailing party in the event that Landlord voluntarily dismisses the action before, during or after trial.
- 31. WAIVER OF JURY TRIAL: Landlord and Tenant both hereby waive the right to a jury trial in any unlawful detainer action or other legal proceedings arising out of or related in any manner to this Lease.
- 32. WAIVER OF DEFAULT: The waiver by either party of any default in the performance by the other of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein. The subsequent acceptance of rent or other sums hereunder by Landlord shall not be deemed a waiver of any preceding default other than the failure of Tenant to pay the particular rental or other sum or portion thereof so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent or other sum.
- 33. NO PARTNERSHIP: Landlord shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Tenant.
- 34. SUBTENANCIES: The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.
- 35. SUCCESSORS: Each and every covenant and condition of this Lease shall inure to the benefit of the parties hereto and their successors. The term "successors" is used herein in its broadest possible meaning and includes, but is not limited to, executors and administrators, and every person, partnership, association, or corporation succeeding to any interest in

this Lease or the Premises, of Landlord or Tenant herein, whether such succession results from the act or omission of a party, occurs by operation of law, or as the effect of the operation of law together with the act or omission of such party. Every covenant and condition of this Lease shall be binding upon all assignees, subtenants, licensees, and concessionaires of Tenant.

- 36. REMOVAL OF FIXTURES: Upon the expiration of the term of this Lease or upon any earlier termination thereof, Tenant shall remove at its own expense all trade fixtures, equipment and personal property which were installed by Tenant or any subtenant, concessionaire, or licensee in or upon the Premises within (10) days thereafter. If Tenant is in default, Landlord may prohibit such removal by notice in writing to Tenant. In case of any injury or damage to the building or any portion of the Premises resulting from the removal of any such fixtures, equipment or other personal property, Tenant shall promptly pay to Landlord the cost of repairing such injury or damage. Tenant shall complete such removal by the time provided in the first sentence of this paragraph 36 unless prevented from so doing by a delaying cause, or Landlord may, at Landlord's option, retain any or all trade fixtures, equipment, and personal property; and title thereto shall thereupon vest in Landlord without the execution of documents of sale or conveyance by Tenant, or Landlord may remove any such trade fixtures, equipment, and personal property from the Premises and dispose of them in any manner Landlord sees fit, and Tenant shall pay upon demand to Landlord the actual expense of such removal and disposition together with interest from the date of payment by Landlord until repayment by Tenant.
- 37. EFFECT OF CONVEYANCE: If during the term of this Lease, Landlord sells its interest in the Premises, or this Lease, then from and after the effective date of such sale, Landlord shall be released and discharged from any and all further obligations and responsibilities under this Lease except those already accrued of which Landlord has notice at the time of sale, so long as the transferee assumes such obligations in writing.

38. LANDLORD'S DEFAULT; NOTICE TO LENDER:

- A. Landlord's Default: In the case of a monetary default, Landlord shall have a period of ten (10) days after notice thereof from Tenant to cure such monetary default. In the case of a non-monetary default, Landlord shall commence promptly to cure such default immediately after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within thirty (30) days thereafter, provided that if the nature of the non-monetary default is such that it cannot be cured within said 30-day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance so long as Landlord has proceeded with diligence since its receipt of Tenant's notice and is then proceeding with diligence to cure such default.
- B. Notice to Lender: Whenever Tenant is required to serve notice on Landlord of Landlord's default, written notice shall also be served at the same time upon the first or second mortgage under any mortgagee or beneficiary under any first or second deed of trust. Such mortgagee or beneficiary shall have the periods of time within which Landlord must cure its defaults under paragraph 38-A. In this connection any representative of the mortgagee or beneficiary shall have the right to enter upon the Premises for the purpose of curing the Landlord's default. Such mortgagee or beneficiary shall notify Landlord and Tenant in the same manner provided by paragraph 22 of the address of such mortgagee or beneficiary to which such notice shall be sent, and the agreements of Tenant hereunder are subject to prior receipt of such notice.
- 39. CONSENT: In consideration of each covenant-made elsewhere under this Lease wherein one of the parties agrees not to unreasonably withhold its consent or approval, the requesting party hereby releases the other and waives all claims for any damages arising out of or connected with any alloged or claimed unreasonable withholding of consent or approval.
- It shall not be deemed to be unreasonable if Landlord withholds consent on approval of a subtenant or assignee when such subtenant or assignee would change the existing use of Tenant as delineated in Article 8.
- 40. INTERPRETATION: The captions by which the paragraphs of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and ferminine genders, and the words "Landlord," "Tenant," and "person" shall include corporations, partnerships, associations, other legal entitles, and individuals, if either party consists of more than one person, each person shall be jointly and severally liable hereunder. if any provision of this Lease shall be held to be invalid by a court the remaining provisions shall remain in effect and shall in no way be impaired thereby.
- 41. HOURS OF BUSINESS: During the term of this Lease, Tenant shall continuously operate all of the Premises with due diligence and efficiency, so as to produce all of the gross sales which may be produced by such manner of operation unless prevented from doing so by causes beyond Tenant's centrol, subject to unavailability of materials, merchandise, or labor strikes. Tenant shall provide sufficient sales personnel and carry at all times in the Premises a stock of merchandise of all size, character and quality as shall be reasonably designed to produce the maximum return to Landlord and Tenant. Tenant shall conduct its business in the Premises during the regular customery days and hours for such types of business in the city or trade area in which the Premises are located, and will keep the Premises open for business during the same days, nights and hours as a majority of the other Tenants in the shopping center of which the Premises are located.
- 42. CONTINGENT EXECUTION: This Lease shall be effective only on condition that Landlord's escrew for the purchase of the shopping center is consummated and financing acceptable to Landlord is obtained. Neither party shall have any liability, either for damages or otherwise, to the other arising out of or based upon this Lease by reason of any cancellation provided for in this paragraph 42.
- 43. BROKER'S COMMISSIONS: Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease except Business Properties Brokerage Company and Lee and Associates and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

- 44. NO OPTION: The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.
- 45. AGREEMENTS IN WRITING: It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all negotiations, arrangements, brochures, agreements, representations, and understandings, if any, between the parties hereto or displayed by Landlord and Tenant with respect to the subject matter thereof and none thereof shall be used to interpret or construe this Lease.
- 46. CORPORATE RESOLUTIONS: If a corporation executes this Lease as a Tenant, Tenant shall promptly furnish Landlord certified corporate resolutions attesting to the authority of the officers to execute the Lease on behalf of such corporation.
- 47. ARTICLE HEADINGS: The article titles herein are for convenience only and do not define, limit or construe the contents of such articles.
- 48. CO-TENANCY: Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interest of the Shopping Center; Tenant does not rely on the fact nor does Landlord represent that any specific Tenant or number of Tenants shall during the term of this Lease occupy any space(s) in the Shopping Center.
- 49. NO EXCLUSIVE: Unless otherwise agreed to by both Landlord and Tenant in writing, Landlord does not grant to Tenant any exclusive right to conduct any type or style of business, or to be the sole or exclusive retailer of any goods or services in the Shopping Center or any portion thereof.
- 50. HVAC: Landlord agrees to deliver the heating, ventilation and air conditioning (hereinafter "HVAC") unit in good working order and condition. Notwithstanding anything to the contrary contained in Article 10 herein, Landlord, at Landlord's option, shall have the right during the term of this Lease including any extensions thereof to elect to maintain the HVAC equipment constructed by Landlord for the demised Premises and, at Landlord's expense, make any required and/or necessary repairs, replacements and modifications thereto including but not limited to periodical, scheduled maintenance inspections by qualified contractor(s). All of the costs incurred by Landlord in connection with the above service performed by Landlord chall be billed directly to Tenant in accordance with Tenant's obligation in this Lease, including Articles 6 and 10 herein except as hereby modified. Landlord shall give Tenant ten (10) days written notice of Landlord's intention to perform the above outlined corvice(s).
- 51. RESERVE-FUND:-Landlord may require as part of Tonant's prorate share of the costs and expenses for maintenance and repair for the common areas, that Tenant make nonrefundable contributions toward one or more reserves reasonably established by Landlord for nonrecurring major expenses necessary to maintain the Shopping Center in a first class condition including, but not limited to replacements and/or maintenance of the roof, restriping, repaving and/or resurfacing the parking lots, repainting the exterior of buildings contained within the Shopping Center, repair and replacement of the HVAC equipment serving the Shopping Center, and repairs caused by any casualties occurring to the common areas or the exterior of any buildings located within the Shopping Center
- 52. ADDITIONAL RENT: As and for additional rent owing by Tenant to Landlord, Tenant shall pay to Landlord without prior demand, deduction or offset, all payments required of Tenant by the terms of this Lease including, but not limited to common area maintenance charges, taxes, insurance, utilities, HVAC charges, and reserve fund charges owing pursuant to Articles 6, 7, 9, and 11 50 and 51 hereof. In addition, as and for additional rent owing by Tenant to Landlord, Tenant shall pay to Landlord all late charges and attorney's fees owing pursuant to Articles 3. E. and 30 hereof.
- 53. CREDIT REPORTS: Tenant hereby expressly authorizes and consents to Landlord obtaining credit reports on Tenant for any reason whatsoever at any time and from time to time during the term of this Lease and continuing thereafter for so long as Tenant continues to owe Landlord any monies hereunder, including any monies reduced to a judgment.
- HAZARDOUS WASTE: Tenant represents and warrants that it and its agents, servants, employees, contractors, and anyone else acting on Tenant's behalf will not store, dispose, produce, use, transport or manufacture any toxic or hazardous waste or materials as defined or regulated by local, state or federal law on the Premises or any portion of the Shopping Center. Tenant shall give Landlord prompt written notice of the existence of, and/or Tenant's discovery of the presence or contamination of the Premises or the Shopping Center with hazardous or toxic waste and/or materials. In the event the Tenant or any of its agents, servants, employees, contractors or anyone else acting on Tenant's behalf violates the foregoing provision by storing, disposing, producing, using, transporting or manufacturing any toxic or hazardous waste or materials in, on or about the Premises or the Shopping Center, Tenant shall indemnify, defend and hold Landlord harmless from any damage, claim injury, cost or liability arising therefrom or related thereto, including all costs of cleanup attorney's fees and court costs. The cleanup and disposal of such waste or materials shall be performed by Tenant at Tenant's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances. The foregoing notwithstanding, Landlord, in Landlord's sole and absolute discretion, may elect by written notice to Tenant to perform the cleanup and disposal of such waste or materials from the Premises and/or the Shopping Center. In such event, Tenant shall pay to Landlord the actual cost of same upon receipt from Landlord of Landlord's written invoice thereof.

Nothing in this Section shall prevent Tenant from having minor quantities of such waste or materials generally found for a business such as that being conducted by Tenant (such as cleaning supplies) so long as the presence and use of same does not violate any law. Landlord represents and warrants to the best of its knowledge, its actual knowledge, it and its agents, servants, employees, contractors and anyone else acting on its behalf has not stored, disposed, produced, used, transported or manufactured any toxic or hazardous waste or materials as defined and regulated by local, state,

or federal law on any portion of the Shopping Center, including the demised Premises. Landlord shall indemnify, defend and hold Tenant harmless from any damage, claim, injury, cost or liability arising from the presence in the Shopping Center, including the demised Premises, of hazardous waste or materials, other than those brought by Tenant, its agents, servants, employees, contractors, students, invitees and anyone else acting on Tenant's behalf, including all costs of clean up, attorneys' fees and court costs. Such clean up and disposal of such waste or materials shall be performed by Landlord at Landlord's sole cost and expense and shall be performed in accordance with all applicable laws, rules, regulations and ordinances.

- 55. PESTS: As a material inducement to Landlord executing this Lease Agreement, Tenant covenants and agrees, at its expense, to keep the Premises free and clear of any interior insects, pests, rodents, etc., and to operate the Premises in a first class condition so as to cause no misance or inconvenience to any other tenant in the building of which the Premises is a part. Tenant agrees to abide by any additional rules and regulations enacted by Landlord pertaining to the above.
- 56. NUISANCE: Tenant agrees to conduct its business and activities in the Premises in such a manner as to cause no inconvenience or nuisance to any adjoining Tenant or to any customers, invitees or other visitors to the Shopping Center. Tenant shall conduct its activities totally within the Premises and will not use the adjoining sidewalks, alleyways or parking areas. Tenant will not commit any waste upon the Premises and will keep the Premises in good condition and repair. In the event that Landlord receives any complaint from adjoining Tenants about noise, odors or nuisance, Tenant will immediately take such action as Landlord requests to stop the noise, nuisance or inconvenience and Tenant agrees to abide by any rules and regulations enacted by Landlord pertaining to same.
- 57. RULES AND REGULATIONS: Tenant agrees to abide by any and all rules and regulations which may be enacted from time to time by Landlord pertaining to the Shopping Center, including but not limited to employee parking.
- 58. CONFIDENTIALITY: The terms and conditions of this Lease are confidential between the parties hereto. Any disclosure by Tenant of the terms and conditions of this Lease to any third party could have a significant and detrimental effect upon either or both of the parties hereto. If Tenant breaches the confidence of this Lease at any time during the term of this Lease or any extension thereof, Landlord shall have the right to do either or both of the following:
- (A) Declare that the Minimum Rent shall immediately double for the remaining term of the Lease and any extension thereof; and,
 - (B) Terminate this Lease and the tenancy of Tenant.
- 59. EXCULPATION: The obligations of Landlord under this Lease do not constitute personal obligations of the individual shareholders or partners of the entity which is Landlord, and Tenant shall look solely to the Shopping Center and the rent and income derived therefrom and to no other assets of Landlord for satisfaction of any liability in respect to this Lease and will not seek recourse against the individual shareholders or partners of the entity which is Landlord herein, nor against any of their personal assets, for such satisfaction.
- 60. LANDLORD'S WORK: Landlord agrees to perform the following improvements in the demised Premises prior to delivery of possession at Landlord's sole cost and expense.
 - A. All electrical and HVAC equipment in good working order.
 - B. Roof in good repair.
 - C. Interior walls patch and painted.
 - D. Rear wall sealed and painted.
 - Smooth slab concrete floor (untreated).
 - F. Two (2) ADA compliant restrooms.
 - Acoustic tile ceiling with HVAC and lighting distributed per code.

Upon delivery of possession of the demised Premises by Landlord to Tenant, Tenant agrees to take demised Premises, the building in which the demised Premises are located, the common area, including the parking area and the Shopping Center, "as is". Tenant acknowledges that the taking of possession of the demised Premises by Tenant shall be conclusive evidence that the demised Premises, the building in which the demised Premises are located, the common area, including the parking area and the Shopping Center are in a condition satisfactory to Tenant.

Tenant shall be responsible, at its sole cost and expense, for all interior construction, fixtures, equipment and furniture for the demised Premises in order that Tenant operate as its intended use pursuant to Article 8, herein, per plans and specifications first approved in writing by Landlord to be submitted to Landlord within ten (10) calendar days from the date of this Lease.

Tenant shall be responsible, at its sole cost and expense, for all interior construction, fixtures, equipment and furniture for the demised Premises in order that Tenant operate as its intended use pursuant to Article 8, herein, per plans and specifications first approved in writing by Landlord to be submitted to Landlord within ten (10) calcular days from the date of this Lease.

- 61. RENTAL RATE: The minimum monthly rental shall be as follows:
 - (A) For months one (1) and two (2) through twelve (2):

 Free of Minimum Rental. Expenses waived for the first two (2) months of the Lease

 Term or to when Tenant opens for business, whichever is first to occur.
 - (B) For months three (3) through twelve (12): Three Thousand Seven Hundred Thirty Seven and 50/100 (\$3,737.50) Dollars per month; and,
 - (C) For months thirteen (13) through twenty-four (24); Three Thousand Nine Hundred and NO/100 (\$3,900.00) Dollars per month.
 - (D) For months twenty-five (25) through thirty-eight (38):
 Four Thousand Sixty Two and 50/100 (\$4,062.50) Dollars per month.
- 62. OPTION TO EXTEND: Provided Tenant-has-fully and faithfully performed all-of the terms, conditions and covenants of this Lease, then and only in that event, Tenant shall have the right, at Tenant's option, to extend the term of the Lease for one (1) two (2) year period.

Provided a default by Tenant, as to which Tenant has received written notice from Landlord, shall not have occurred and be continuing at the time Tenant exercises the option to extend the term of this Lease, nor shall Tenant have been in default of this Lease, as to which Tenant has received written notice from Landlord, more than three (3) times preceding the exercise of the option to extend the term of this Lease, then and only in that event, Tenant shall have the right, at Tenant's option to extend the term of this Lease for one (1) two (2) year period.

The minimum rental shall be as follows.

- A. For months one (1) through twelve (12) of the option period:
 Four Thousand Two Hundred Twenty Five and NO/100 (\$4,225.00) Dollars per month.
- B. For months thirteen (13) through twenty-four (24) of the option period: Four Thousand Three Hundred Bighty Seven and 50/100 (\$4,387.50) Dollars per month.

Tenant's option to extend the Lease is subject to and contingent upon Tenant's full and faithful performance of each and every condition of the Lease throughout the primary term.—Should Tenant ever be in default of any of the terms and conditions of the Lease, Tenant's right to extend the term shall become null and void:

In order for Tenant to exercise said option to extend the Lease Agreement, Tenant shall give Landlord notice in writing of its intention to do so no sooner than eight (8) months prior to the expiration of the original term of the Lease and no later than six (6) months prior to the expiration of the original term of the Lease. If Tenant shall fail to give such notice within said time limit, all rights and privileges granted to Tenant to extend the Lease shall thereupon be null and void.

63. ENTIRE INSTRUMENT: All of the Agreements heretofore and contemporaneously made by the parties are contained in this Lease. Landlord has made no representation to Tenant other than those contained herein and Tenant's reliance in entering into this Lease is based solely upon the terms, covenants and conditions contained herein. This Lease cannot be modified in any respect except by a writing executed by Landlord and Tenant.

LANDLORD

BUSINESS PROPERTIES PARTNERSHIP NO. 15, a

California general partnership

y: LESTER C. SMULL, Tr

General Partner

Address: 17631 Fitch Irvine, CA 92614 (949) 474-8900

The following Exhibits are attached hereto and by this Reference made a part hereof.

Exhibits:

A - Plot Plan B - Legal Description TENANT

COAST COMMUNITY COLLEGE DISTRICT, a public educational entity

By: Carponhine

C. M. Brahmbhatt

Its: <u>Vice Chancellor of Administration Services</u>

Address: Promised 1 9 2005 Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626

Additional Contact:
Mr. Kevin McElroy
Vice President of Administrative Services
11460 Warner Avenue
Fountain Valley, CA 92708
(714) 241-6144

Tenant's Address for Statements/Billings: Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attn: Accounts Payable

EXHIBIT "A"

BROOKHURST & ADAMS

Huntington Beach, California

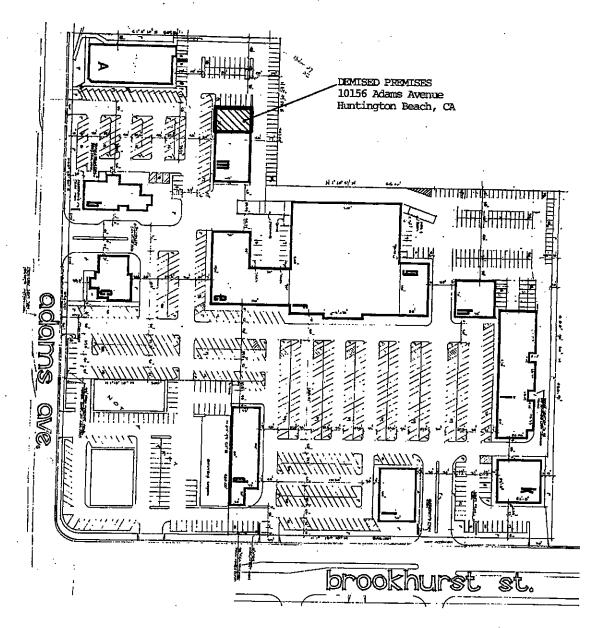


EXHIBIT "B"

BROOKHURST and ADAMS

Huntington Beach, California

LEGAL DESCRIPTION

LEGAL DESCRIPTION of entire shopping center, excluding portion sold for residential purposes:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Parcel A:

That portion of the northwest quarter of Section 8, Township 6 South, Range 10 West, in the Rancho Las Bolsas, as shown on a map recorded in Book 51, page 14, of Miscellaneous Maps, records of Orange County, California, described as follows:

Parcels 1 to 3, 5 to 13, and Parcel A, as shown on a map filed in Book 108, pages 40 and 41 of Parcel Maps in the Office of the County Recorder of Orange County, California.

Except all mineral rights in, on or under said land, including, but not limited to, oil, gas and other hydrocarbon substances, but without the right of entry above a depth of 500 feet from the surface of said land, to explore, drill, mine, extract or develop same, as reserved by the City of Newport Beach, by Deed recorded February 8, 1960 in Book 5090, page 2, of official records.



DEPARTMENT OF THE NAVY NAVAL CONSTRUCTION BATTALION CENTER 4902 MARVIN SHIELDS BLVD GULFPORT MS 39501-5001

in Reply Refer to: 1601 Ser NOO/

MEMORANDUM OF AGREEMENT BETWEEN

COMMANDING OFFICER, NAVAL CONSTRUCTION BATTALION CENTER (NCBC), GULFPORT

AND

COAST COMMUNITY COLLEGE DISTRICT COASTLINE COMMUNITY COLLEGE (CCC)

Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND CCC

- 1. This MOA is entered into between the NCBC and CCC. The Director of the Navy College Office (NCO) shall administer this agreement for the Commanding Officer (CO), NCBC. Dean, Military/Contract education Programs (or designee) shall administer this agreement for District.
- 2. The institution named above will provide academic assistance to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, civilians and the adult family members of the previously mentioned categories serving on board NCBC Gulfport, Mississippi and serving at additional commands serviced by the NCBC. This MOA will be from 1 January 2012 through 31 December 2012.
- 3. The following provisions pertain to the MOA:
- a. Advisement services will be provided in building 60, Room 239, 2^{ND} floor.
- b. Advisement services will be provided between the hours of 0800 and 1500 on Wednesdays and Thursdays except during Federal holidays. Any deviation to said hours will be coordinated through the NCO Director.
- c. CCC will maintain a visitors' log and submit them to NCO on a monthly basis.
- d. Group briefings or presentations made onboard NCBC by the representative of CCC will be coordinated through the NCO Director.

- Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND CCC
- e. The CCC representative may solicit enrollments in any academic program except those which are offered onboard NCBC by other institutions.
 - f. Utilities and office space will be provided by NCBC.
- g. The CCC will use commercial phone lines in its conduct of business. All costs for commercial phone lines will be borne by NCBC.
- h. All publicity generated by CCC will be coordinated through the NCO Director.
- i. All personnel employed by CCC will adhere to U.S. Government and local base regulations regarding standards of conduct and security. Employees of CCC will fulfill local base requirements established as a condition of entry to the installation.
- j. The CCC agrees that salaries to employees will not be based upon the number of persons solicited or enrolled in their programs. This includes, but is not limited to, paying commissions, bonuses, or any other incentive award(s) to induce students to enroll in the institution's particular program.
- k. This MOA can be terminated without cause by either party, upon written notice to the other party, at least thirty working days prior to the date of intended termination.
- 1. This MOA contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any prior agreements, arrangements, communications or representations, whether oral or written. This agreement may not be amended, altered, modified, or changed, except in writing and signed by both parties hereto.
- m. The contract clauses of the Federal Acquisition Regulations (FAR) listed hereinafter are an integral part of this agreement. The complete texts of the listed FAR's are available in the office of the CO or any Navy Regional Counsel Office:
 - (1) FAR 52.203.3 Gratuities
 - (2) FAR 52.222-26 Equal Opportunities
 - (3) FAR 52.203.05 Covenant Against Contingent Fees

Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND CCC

(1958 JAN)

- (4) FAR 52.222-36 Affirmation Action Handicapped
- (5) FAR 52.237-2 Protection of Government Building
- (6) FAR 52.228-5 Work on Government Installations
- 4. "Advisement services" refer to academic counseling to explain college degree options and requirements, enrollment procedures and financial aid information.
- 5. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

F. F. BURGESS III
CAPT, CEC, USN
Commanding Officer
NCBC Gulfport, MS

Coast Community College District Coastline Community College President, Board of Trustees

3625 Serpentine Drive Los Alamitos CA 90720

EXTENDED ID CARD & SYSTEM OPERATIONS LICENSE AGREEMENT

This license agreement provides direct technical support of your ID Software & Software Operations provided by CI Solutions (Card Integrators). This license agreement includes toil-free telephone and internet remote access. This license agreement does not include parts and labor or on-site support.

Terms of License Agreement:

- CI Solutions (Card Integrators) provides telephone support during its normal hours of operation, 8:30 a.m. to 5:00 p.m. P.S.T.
- Technical support conforms to operating specifications of the ID System as originally provided.
- License agreement contract is for one year of unlimited calls.
- Parts, labor and loaner printer is covered under a separate printer license agreement available through CI Solutions (Card Integrators).
- CI Badge software reinstallation: CI Solutions includes the reinstallation of CI Badge only if the CI Badge software has been corrupted. We do not support the reinstallation of CI Badge when the host computer stops functioning or CI Badge needs to be moved to a new location/computer. You will be charged our standard fees to move systems.
- CI Badge CD-ROM replacement: If you loose the custom CI Badge CD-ROM and need a new
 copy, we will provide you with one for a nominal fee of \$75. Please keep in mind this will only
 include the configuration from the time the system was set up. If you have made additional
 customizations they will not be included in the CD-ROM.

<u>Conditions of License Agreement</u>: In order for support to be provided, the customer **MUST** follow the procedures below:

- 1. Register a system administrator for the annual term. This person serves as the point of contact for all support requirements between CI Solutions (Card Integrators) and the customer.
- 2. Provide direct access to phone support at the physical placement of the ID System and be at your ID system when you place the support call.
- 3. Provide internet remote access for system.
- 4. Before installing any additional software or hardware to your system, notify CI Solutions (Card Integrators). Any damage, misuse or corruption of software or hardware due to the addition of software or hardware without prior notification to CI Solutions (Card Integrators) will void maintenance protection.
- 5. Ensure that operating environment is clean and do not attempt to operate the system in any extreme environmental conditions.
- 6. Purchase of cards and/or printer ribbons from other than CI Solutions (*Card Integrators*) is grounds for possible voiding of telephone support of your card printer.

All support provided outside of purchase license agreement is billed at \$175 per hour with a one-hour minimum.

Our license agreements are intended to provide a high level of service to our customers. It is imperative that the above guidelines be followed to allow CI Solutions (Card Integrators) to provide support for your automated ID card system requirements.



3625 Serpentine Drive Los Alamitos CA 90720

Tel Fax

800-599-7385 562-493-2714 E-mail info@cisolutions.biz www.cisolutions.biz

EXTENDED PRINTER SERVICE AGREEMENT

This service agreement provides technical support for your ID system card printer for a period of one year. Support is provided by Cl Solutions (Card Integrators) Monday -- Friday 8:30 AM to 5:00 PM, P.S.T.

TWO EXTENDED SERVICE AGREEMENTS ARE OFFERED:

- 1. Limited Service Agreement: Includes unlimited telephone and/or internet remote access support and parts and labor.
- 2. Full Service Agreement: Includes unlimited telephone and/or internet remote access support, parts and labor, and a loaner printer if needed, excludes printhead. (Loaner printer will be a guaranteed exact model and there may be minor color variation in printing as all printers print slightly different.) On-site Service Agreement is available. Please call for details.

TECHNICAL SUPPORT/LOANER PRINTER PROCEDURES

- 1. Customer has performed a complete cleaning of the printer using approved cleaning materials prior to calling CI Solutions (Card Integrators) technical support.
- 2. Call CI Solutions (Card Integrators) for technical support (800 599-7385) and be at the location of your printer so the technician can work through the problem with you.
- 3. Be prepared to communicate the specific printer model and serial number.
- 4. If the technician determines that the printer needs to be sent in for servicing, a Return Merchandise Authorization (RMA) number will be issued which is used to track your printer through the repair process
- 5. The unit must be packaged and shipped to the destination provided by the technician with the RMA number clearly labeled on the outside of the box. The printer must be shipped in its original printer box or customer must sign a waiver of liability or pay a \$75 replacement box fee.
- 6. Loaner printer will be a guaranteed exact model and shipped within 24 hours via UPS ground. Other shipment methods are available at an additional cost to the customer.
- 7. Customer will pay the cost of shipping to repair destination; CI Solutions will pay shipping to customer.
- 8. Customer will pay the cost of shipping loaner printer back to CI Solutions (Card Integrators) within 5 working days after receipt of customer's repaired unit or a \$50 per day charge will apply.

EXCLUSIONS

- For your service agreement to be valid, you must maintain your printer by performing recommended cleaning procedures using approved cleaning materials.
- Maintenance service is contingent upon proper use and care of the printer and does not cover printers that have been modified, subjected to unusual physical or electrical stress, abuse, or damage or have been operated in extreme environmental conditions.
- CI Solutions (Card Integrators) shall be under no obligation to furnish any service agreement service if repair or replacement parts are required because of the customer's use of unapproved card stock and/or ribbons.
- CI Solutions (Card Integrators) shall be under no obligation to furnish a loaner printer if the customer does not maintain the printer by performing recommended cleaning procedures.
- Printhead is not covered under extended service agreements.

Proper maintenance and cleaning of printers will preserve print quality and expected life of the printer. Refer to the product user's manual for complete maintenance and cleaning information or call CI Solutions (Card Integrators) for information - (800) 599-7385.

Technical support for your printer outside of service agreement is billed at \$125 bench fee and \$175 per hour for printer repair after initial bench fee, plus parts. A \$500 fee for loaner printer applies if one is required (subject to availability).

Our support contracts are intended to provide a high level of service to our customers. It is imperative that the above quidelines be followed to allow CI Solutions (Card Integrators) to provide support for your ID card printer.



3625 Serpentine Drive Los Alamitos CA 90720

- IMPORTANT -

ID CARD SYSTEM LICENSE & ID CARD PRINTER SERVICE AGREEMENT

Lois Wilkerson Workforce & Econ. Dev. Dir. Coastline CC One Stop Center 5405 Garden Grove Blvd, Suite 100 Westminster. CA 92683

Dear Lois,

Renewal	of Licens	e/Service .	Agreement on	vour ID	Card St	vstem & ID	Card	Printer are	due by	6/30/12.
I ZOLI CAA GI	OI PICCIIS	C/ 3 C Y C C /	was actuality on	you! ID	Cai u O	Agreill or In	valu	i illistol aso	uuc Dy	0:00:12.

- 1. Please fill out this form and return by e-mail to ericaa@cardintegrators.com or fax to 562-493-2714.
- 2. Use enclosed sales order to process your payment via PayPal, Purchase Order or Check.

Plea	ise indicate your support preference below.
	YES, I would like the CI Solutions ID Card System License Agreement and I authorize payment.
	Purchase Order #, PayPal, Check.
	YES, I would like the CI Solutions ID Card Printer Service Agreement and I authorize payment.
	Purchase Order #, PayPal, Check.
	NO, I choose not to have a License Agreement on my ID Card System and agree to be billed for the service.
	NO, I choose not to have a Service Agreement on my ID Card Printer and agree to be billed for the service.
	· ·

ID System License Agreement Highlights: \$795.00, \$695.00 Renewal Dates: 7/1/12 - 6/30/13

- 1. Technical support of your system operation including:
 - Unlimited calls to our 800 technical support line.
 - Internet remote access software support of your system to resolve issues quickly.
 - Technical consultation on questions related to the operation of your system.
 - Support of your software and hardware operations.
 - Ci Badge software reinstallation: Ci Solutions includes the reinstallation of Ci Badge only if the Ci Badge software has been corrupted. We do not support the reinstallation of Ci Badge when the host computer stops functioning or Ci Badge needs to be moved to a new location/computer. You will be charged our standard fees to move systems.
 - CI Badge CD-ROM replacement: If you loose the custom CI Badge CD-ROM and need a new copy, we will provide you with one for a nominal fee of \$75. Please keep in mind this will only include the configuration from the time the system was set up. If you have made additional customizations they will not be included in the CD-ROM.
- 2. Technical support outside of license agreement is billed at \$175 per hour with a one-hour minimum.

Printer Service Agreement Highlights: \$695.00, \$595.00 Renewal Dates: 7/1/12 - 6/30/13

- 1. Support for your printer operation includes:
 - Unlimited calls to our 800 technical support line
 - All parts (excluding printhead)
 - · All labor on any repairs
 - A loaner printer if your printer becomes disabled. (Loaner printer will be the same or a like model and there may be minor color variation in printing as all printers print slightly different).
 - NEW: On-site Preventative Maintenance Visit
 - 1. We are now providing one on-site preventative maintenance visit per year @ no extra charge to customers who have a current service agreement with us.
 - 2. Date will be arranged by a CI Solutions technician and will include a complete ID system check & recalibration of software and hardware components.



(subject to availability).

3625 Serpentine Drive Los Alamitos CA 90720 Tel 800-599-7385
Fax 562-493-2714
E-mail info@cisolutions.biz
www.cisolutions.biz

 Technical support for your printer outside of service agreement is billed at \$125 bench fee and \$175 per hour for printer repair after initial bench fee, plus parts. A \$500 fee for loaner printer applies if one is required

Please sign and date below.	
SIGNATURE	SYSTEM ADMINISTRATOR (IF DIFFERENT) PLEASE PRINT
PLEASE PRINT YOUR NAME	DATE



SECOND AMENDMENT TO CONTRACT # 16-N-12

BETWEEN THE

COUNTY OF ORANGE

AND

COAST COMMUNITY COLLEGE DISTRICT

FOR

WIA SERVICES

This AMENDMENT to CONTRACT #16-N-12, hereinafter referred to as "Second Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the Coast Community College District, located at 1370 Adams Ave., Costa Mesa, California, hereinafter referred to as "CONTRACTOR," which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into CONTRACT Number 16-N-12 (hereinafter referred to as "Original CONTRACT"), for provision of WIA services to Adults and Dislocated Workers, commencing on July 1, 2011 and expiring on June 30, 2012 in the amount of \$1,912,456.00; and

WHEREAS, on November 22, 2011, the PARTIES authorized execution of the First Amendment which increased the budget for a new maximum obligation of \$2,570,456.00; amended Subparagraph 21 (a); Replaced Exhibit C with Exhibit C-1; replaced Exhibit D with Exhibit D-1; and

WHEREAS, the COUNTY desires to increase CONTRACT by an additional monetary amount of \$40,000.00 for a new maximum obligation of \$2,610,456.00 and replace Exhibit D-1, "Budget Summary", with Exhibit D-2; and

WHEREAS, the COUNTY desires replace "Statement of Work" Exhibit B, with Exhibit B-1; and

WHEREAS, the COUNTY desires replace "Performance" Exhibit C-1, with Exhibit C-2; and

Attachment 15

WHEREAS, the COUNTY replaces Exhibit K, "OC Community Resources Contract Reimbursement Policy with Exhibit K-1, "OC Community Resources Contract Reimbursement Policy," attached hereto and incorporated by this reference; and

WHEREAS, both parties desire to amend the CONTRACT:

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

- 1. The CONTRACT is amended to increase the monetary limit for Coast Community College in the amount of \$40,000.00 for a new maximum obligation amount of \$2,610,456.00 per Exhibit D-2.
- 2. Exhibit B, "Statement of Work" is replaced with Exhibit B-1;
- 3. Exhibit C-1, "Performance" is replaced with Exhibit C-2;
- 4. Exhibit K is replaced by Exhibit K-1 "OC Community Resources Contract Reimbursement Policy."
- 5. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Second Amendment on the dates below their respective signatures:

*Coast Community College District	
Ву:	Ву:
Title:	Title:
Dated:	Dated:
*For Contractors that are corporations, signature rec Chairman of the Board, the President or any Vice Pr Assistant Secretary, the Chief Financial Officer or an	resident; and 2) One signature by the Secretary, any
For Contractors that are not corporations, the person must sign on one of the lines above.	who has authority to bind the contractor to a contract
*******	*****************************
COUNTY OF ORANGE A Political Subdivision of the State of Californ	ia
By:STEVE FRANKS	Dated:
Orange County Community Resources	
Director	

Summary of Changes

Coast Community College District-Northern Region

9,8,4%	Chemical Constitution (Constitution)	Assile, Course	156. 455.11 159111412073
Adult	\$771,980	*	\$771,980
Dislocated Worker	\$1,590,928		\$1,590,928
SSA (OJT/WEX)	\$108,000		\$108,000
Adult (OJT/WEX)	\$50,000		\$50,000
SCSEP	\$49,548		\$49,548
VETConnect	\$0	\$40,000	\$40,000
18-27.4	16,000	Sharah	्रेश्वाक्ताक्तात्वा <u>।</u>

STATEMENT OF WORK (Program Year 2011-2012)

I. COORDINATION

A. General Overview

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults and Dislocated Workers. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

B. Service Delivery Area

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

 Services in the Northern Region shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anahelm-Independencia and Midway City.

- a. Services shall also be offered through a <u>satellite location</u> at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator:
- 2. Services in the Southern Region shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.
- C. One-Stop Operator Responsibilities with Partners
 - 1. Mandated Partners

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WtW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA Title I)
- Small Business Development Centers
- 2. Operating Agreements shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;

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c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;

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- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- f. A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

A copy of each Operating Agreement shall be sent to the OCWIB Administrative office. If an Operating Agreement is already on file with the OCWIB, CONTRACTOR does not need to be resubmit annually. However, if a change in service provision occurs during the program year, CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.

3. Cost Sharing Agreements shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

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- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 30, 2011. Cost Sharing Agreements shall be submitted on an annual basis.

4. Non-Mandated (Voluntary) Partners shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
 Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies
- 5. Partner Staff Training shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, and the identification of common resources. Contractor shall educate staff about? how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2011.

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- 6. Quarterly Partner Meetings shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWiB Administrative Offices by July 31, 2011. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.
- 7. Manager's Stakeholder Meetings with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2011. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.
- 8. One-Stop Center Monthly Activities Report shall include a summary of all noteworthy activities including attendance at meetings internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.
- 9. One-Stop Tours shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. CONTRACTOR shall submit a standard tour script to the OCWIB Administrative office by July 31, 2011.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with colocated partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays, Workshops and other activities shall also be scheduled during these hours.

Hours of O	peration
Monday - Friday	8:00 a.m. – 5:00 p.m.
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

2. <u>Holiday operation schedules</u> shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County I	Holidays
Independence Day	Christmas Eve
Labor Day	New Year's Eve
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	President's Day
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

3. A Manager-in Charge (MIC) must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2011.

B. General Staffing Requirements

- 1. There shall be the requisite number of staff hired to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval.
- 2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
- 3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.

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4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.

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5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified billingual staff in public contact positions' and translate documents explaining available services in their clients' language.

C. Workforce Professional Staffing Requirements

- 1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
- 2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
- 3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
- 4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
 - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
 - b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
 - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - d. Develop a resume for every enrolled participant;
 - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;

- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
- g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30):
- h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
- i. Develop relationships with all training providers;
- j. Provide specific guidance in transferable skiils for all clients transitioning between industry clusters;
- k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer:
- I. Provide job development and assist participants in job placement;
- m. Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
- 5. All current Workforce Specialists shall attain Professional Certification, through a course identified by the OCWIB, no later than December 31, 2011. New staff shall complete the training within six (6) months of hire. Proof of certification shall be submitted to the OCWIB Administrative Office by December 31, 2011.
- 6. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

D. Caseload Requirements

- 1. CONTRACTOR shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients of clients with gaps in service as active. Case Management ratio shall be applicable for all programs both WiA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
- 2. Workforce Specialists who are only providing case management services shall maintain a caseload of 100:1; those who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties of each staff are requested in section J, below.
- 3. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

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4. Carry-ins

- a. Of the WIA participants carried forward from the previous contract term (PY 2010-11), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2012. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2012.
- b. CONTRACTOR may carry forward to PY 2012-13 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than three (3) consecutive years.

E. Website

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. The website shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

F. Communication, Distributed Material, and Postings

- 1. All outreach and precruitment materials shall be submitted to the OCWIB Administrative office for approval. All published material shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
- 2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- 3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
- 4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-

800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]

- 5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
- 6. Distributed publications, broadcasts, and other communications, which promote W(A programs or activities, shall include the following specific taglines: 'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD10-1, 10-OCWDA-08]

CONTRACTOR shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

'If you need special assistance to participate in this ______ (meeting, workshop, etc.), call ______. Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this ______ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

7. CONTRACTOR shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA—08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].

G. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

 CONTRACTOR shall review ten percent (10%) of the active caseload on a monthly basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Following the completion of each internal monitoring, CONTRACTOR shall submit a copy of any findings identified and the proposed corrective action to the OCWIB Administrative office.

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- 2. CONTRACTOR shall adopt a performance evaluation database that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.
- 3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

H. <u>Documentation and File Maintenance</u>

- 1. <u>Case Files</u> shall be maintained for every enrolled participant. At a minimum, the case file shall include documentation of the following:
 - Program eligibility/determination of need;
 - Participant signature evidence of EO and programmatic grievance forms
 - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
 - All MIS forms as outlined in Section V of this Exhibit;
 - Initial and/or Comprehensive Assessments, as applicable;
 - IEP, including all updates of services provided and completed;
 - Completed resume within three weeks of IEP;
 - Approved İTA voucher (if applicable);
 - Progress reports, time and attendance if receiving WIA funded training.
 For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
 - Printed case management notes showing provision of all substantial services provided.
- 2. Confidential information relating to services received by WiA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
- 3. <u>Security:</u> CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

I. Customer Service and Client Satisfaction

- CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 02-OCWDA-65. Surveys shall be available throughout the Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.
- 2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
- 3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
- 4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
- 5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
- 6. CONTRACTOR shall provide three (3) testimonials from any program participant to the OCWIB Administrative Office once each quarter. Examples of testimonials may be a participant success story or a letter from a client.
- 7. The OCWIB will conduct an independent survey twice annually.

J. Organizational Chart:

- CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
- CONTRACTOR shall provide the organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2011. Job descriptions and associated assignments are subject to OCWIB approval.

- 3. Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.
- K. <u>Telephone Directory</u> for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2011. Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. Physical Floor Plan for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2011. Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

III. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

A. <u>Target Population</u>

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

- 1. The general public seeking workforce services;
- 2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 09-OCWDA-32; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
- 3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall

have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

- 4. Target population served by special projects include, but are not limited to Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
- 5. Former WIA enrollees in need of continued services including retention and follow-up.

B. Participant Recruitment

- CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
 - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
 - b. Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
 - c. Veterans (not meeting above criteria): 5%
 - d. Older Workers (not meeting above criteria): 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

- 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.
- 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.
- CONTRACTOR shall identify a location in southern-most Orange County to provide workforce services to customers residing in those regions of the County.
- 5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
- 6. CONTRACTOR may recruit participants via any of the following:
 - a. Customers coming into the One-Stops;
 - b. Notices to other community based organizations;

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- 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 WtA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- I. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2011.

C. <u>Universal Services</u>

- 1. Registration shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.
- 2. <u>Core Services</u> shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
 - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
 - b. Intake and orientation providing the entire range of services available;
 - c. Initial Needs/Skill Assessment:
 - d. Job search tools available in the Resource Room;
 - e. Information on community resources including supportive services;
 - f. Information on the eligibility requirements for all partner employment and training programs;
 - g. Local, regional and statewide labor market information;
 - h. Information on financial aid for education as well as scholarship opportunities;
 - 1. Assistance in applying for unemployment compensation;
 - j. Information on certified education and training providers as well as local performance outcomes of service providers; and

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k. Informational Workshops, as described below.

3. Resource Room 📑

- a. Seif-Directed Activities shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filling unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
- b. <u>Staffing</u> shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.
- c. <u>Assistive Technology</u> shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
- 4. Orientations shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.

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- 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 colocated partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
- c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
- 5. <u>Initial Assessments</u> may be self-service or staff-assisted. The assessment may be internet based using an assessment tool identified by the CONTRACTOR. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
- 6. <u>Informational Workshops</u> 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. <u>Back-up Facilitator</u> shall always be provided by the CONTRACTOR in the event the assigned presenter is sick or otherwise unavailable (Applicable only to those Workshops provided by CONTRACTOR.). Workshops shall not be cancelled once the monthly schedule has been published.
- d. <u>Conference Room Schedules</u> shall be maintained and updated weekly. CONTRACTOR shall submit conference room schedules to the OCWIB Administrative office concurrently with the monthly workshop schedule.
- 7. Facilitated Job Clubs (exclusive of EDD's Experience Unlimited) shall be provided by the CONTRACTOR on a monthly basis at each One-Stop Center. Job Clubs may be for high skill, high wage, dislocated workers, cluster-specific industries, or other groups identified by the OCWIB. Job Clubs shall include, but not be limited to, discussions of participant problems, ways to overcome problems, and job openings.
- 8. <u>Universal Services Monthly Report</u> shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.

D. Services for Enrolled Program Participants

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

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- 1. <u>Eligibility</u> for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. 'CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.
 - a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
 - b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with immigration 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. <u>Intensive Services</u> shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

a. Comprehensive Assessment shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 15, 2011. List shall include the name of the Tool and what it is measuring.

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

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b. Case Management shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does *not* include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services:
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; o
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

c. An Individual Employment Plan (IEP) shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25.

- d. <u>Resumes</u> shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and maintained on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
- e. <u>Supportive Services</u> shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. CONTRACTOR shall refer WIA participants needing supportive services to the Supportive Services Provider, as outlined in OCWIB Policy 09-OCWDA-33.
- f. <u>Job Development and Placement</u> shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
- g. Retention and Follow-up Services shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
- 3. Training Services shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCW/B Policy 09-OCWDA-32. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCW/B Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WiA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
 - a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.

- b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.
- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
 - <u>Skill Upgrading and Retraining:</u> Short-term prevocational and stand-alone services which may include adult basic education, ESL, GED and basic computer literacy.
 - Job Readiness Training: job search skills, interviewing skills and soft skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency.
 - Paid or Unpaid Work Experience activities, in conjunction with the OCWIB, shall be designed to provide a planned, structured learning experience to program participants with the ultimate goal of transitioning them into non-subsidized employment. The WEX worksite may include public, private or not-for-profit organizations.
 - Individual Training Accounts (ITAs) shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 09-OCWDA-34.
 - On the Job Training (OJT) contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50 percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget. CONTRACTOR shall not enter into an agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those

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provided to regular employees who have worked a similar length of time and are doing the same type of work.

4. <u>Customer Flow Charts</u> for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2011. Customer flow charts and timelines are subject to OCWIB approval.

5. <u>Internal Policies and Procedures</u> for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be reviewed with all staff to ensure full compliance. **CONTRACTOR shall provide all Policies and Procedures to the OCWIB Administrative office by July 15, 2011.**

6. Coordination with Business Services Provider

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. Rapid Response Activities shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. Job Listings and Referrals shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. Job Fairs and Hiring Events shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.

d. Monthly Meetings with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2011.

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IV. SPECIAL PROGRAMS

A. Senior Community Service Employment Program (SCSEP)

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1. <u>Program Description</u>: The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. CONTRACTOR Responsibilities:

- a. Recruit host agencies from cluster related industries;
- b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
- c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
- d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
- e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance:
- f. Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency:
- g. Provide orientation for each participant prior to the first day at the Host Agency:
- h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date:
- Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
- k. Maintain and update participant files and all required documents;
- 1. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
- m.Coordinate with WIA related activities including, but are not limited to, coenrollment in WIA programs and job development activities;
- n. Meet or exceed all performance outcomes as stated in Exhibit C:
- Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
- p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system:

- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

B. <u>Disability Program Navigator (DPN)</u>

 Program Description: The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop Center. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.

2. CONTRACTOR Responsibilities: (pending funding availability):

- a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
- b. Develop tinkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
- c. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.
- d. Train CONTRACTOR staff on the proper use of Assistive Technologies located at the One-Stop.
- Train CONTRACTOR staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial

- incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.
- f. Attend regional meetings, as appropriate and relevant, to foster partnership development and enhance program effectiveness.
- g. Submit a Quarterly performance report, in a format specified by the OCWiB, no later than the 10th day after the end of each quarter.
- h. Maintain tracking of individuals receiving direct assistance from the DPN. This information shall be provided to the OCWIB no later than the 10th day after the end of each quarter. Report should include, at minimum, the Participant's name and a brief description of the service provided.
- I. Develop a sustainability plan for program continuance beyond PY 11/12. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made available to Workforce Specialists for ongoing usage. Written plan shall be submitted to the OCWIB by March 31, 2012.

C. CalWORKs Welfare-to-Work (WtW) Employment Services Program

- 1. <u>Program Description</u>: The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WtW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.
 - a. On-the Job Training (OJT) is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.
 - b. Work Experience (WEX) is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.

c. <u>Population to be Served:</u> The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:

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- Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
- il. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
- III. Participant continues to meet financial eligibility criteria for the program;
- iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
- v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
- vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

2. CONTRACTOR Responsibilities: (pending funding availability):

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities;
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite:
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJT/WEX Activities. This shall consist of regular contact with both the participant and the employer;
- contractor shall consult with the WtW Case Manager on a regular basis.
 Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and

h. CONTRACTOR shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.

D. <u>VETConnect</u>

 Program Description: The VETConnect program will co-locate services and resources for Veterans with existing barriers to accessing behavioral health, housing, and employment services. Veterans will receive an integrated, holistic approach to services recognizing that medical, basic shelter, food, and job issues impact behavioral health recovery.

2. Contractor Responsibilities:

- a. Provide case management for assigned clients; interview and assess clients to determine eligibility for program services; and conduct orientations concerning program opportunities and services; present related information and materials.
- b. Work with Veterans in formulating, coordinating and developing comprehensive housing and/or employment plans and related goals for client services, vocational guidance and job counseling; confer with Veterans regarding housing and/or employment opportunities, forms, work ethics, and vocational skill development.
- c. Assess and identify client's supportive service needs and provide referrals to appropriate community organizations and partner agencies.
- d. Assist clients with researching and collecting information related to housing and/or job openings and developing resume and interview skills; assist clients in completing applications and pre-employment paperwork.
- Research housing and/or employment opportunities for Veterans. Establish
 and maintain contact and partnerships with community agencies, landlords,
 hotels, and employers to facilitate and enhance housing and employment
 opportunities.
- f. Participate in a variety of promotional, recruitment and outreach activities to facilitate community knowledge of, support for, and participation in employment services; prepare, develop and distribute related informational and promotional materials.
- g. Communicate with personnel, Veterans, local organizations and the public to exchange information and resolve issues or concerns; collaborate with other housing and educational institutions, departments and social services on housing and job development projects; coordinate case management with partner agencies.
- h. Conduct followiup with employers and Veterans; assure clients are placed in appropriate living situations and/or with appropriate employers; confer with Veteran concerning performance and progress.

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 Provide job coaching for 90 – 180 days post-employment to support the Veteran during this transition. Actual duration of assistance will be determined on a case-by-case basis.

V. PERFORMANCE

- A. Performance Measures: Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. <u>MIS Submission/Reporting:</u> CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.
 - CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the JTA system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
 - 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;
 - 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;
 - 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. <u>ITA Vouchers</u> shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 09-OCWDA-33.
- D. <u>Follow-up Forms</u> shall be required for Quarters 1, 2 and 3 following participant exit (and in the 4th quarter if it leads to a positive outcome).
 - 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. <u>Gaps in Service Delivery:</u> CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.
- F. <u>Corrective Action Plans</u>: Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
 - 1. Technical assistance and assessment of the causes of the low performance;
 - 2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
 - 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
 - 4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

G. Invoices

- 1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
- 2. Invoice templates shall be provided by the OCCR Accounting Department.
- 3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

VI. <u>DELIVERABLES</u>

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

I, COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners [p. 2]	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner (p. 3)	September 30, 2011
Schedule of Partner Staff Training [p. 4]	July 31, 2011
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2011
Schedule of Quarterly Manager's Stakeholder Meetings [p. 5]	July 31, 2011
One-Stop Center Activities Reports [p. 5]	10th day after the end of each month
One-Stop Tour Script [p. 5]	July 31, 2011
II. SERVICE STANDARDS	Due Date
Manager in Charge and Holiday Staffing Schedule [p. 6]	December 10, 2011
Proof of Workforce Certification [p. 7]	December 31, 2011
Summary of Findings and Corrective Action Plans for all Internal Monitoring [p. 10]	Monthly, within 7 days of completion
Three (3) Testimonials from Program Participants [p. 12]	Quarterly
Organizational Chart [p. 12]	July 31, 2011
Felephone Directory [p. 13]	July 31, 2011
Physical Floor Plan [p. 13]	July 31, 2011
III. SERVICE DELIVERY	Due Date
Recruitment Plan [p. 14]	August 31, 2011
nformational Workshop Curricula [p. 17]	July 31, 2011
laster Workshop and Events Calendar [p. 18]	Last day of the preceding month
Conference Room Schedules [p. 18]	Last day of the preceding month
iniversal Services Monthly Reports [p. 18]	10th day after the end of each month
ist of Comprehensive Assessment Tools [p. 19]	July 15, 2011
customer Flow Chart [p. 23]	July 31, 2011
nternal Policies and Procedures [p. 23]	July 15, 2011
ist of Scheduled Meetings with Business Services [p. 24]	July 31, 2011
IV/ PSPECIALIPROGRAMS	Due Date
CSEP Payroli Spreadsheets [p. 24]	Bi-monthly, per established schedule
PN Quarterly Report [p. 25]	10th day after the end of each quarte
PN Tracking Sheet [p. 25]	10th day after the end of each quarte

DPN Sustainability Plan [p. 25]	March 31, 2012					
OJT/WEX Status Report [p. 26]	10th day after the end of each month					
V. PERFORMANCE	Due Date					
MIS Forms [p. 25]	As specified by OCWIB Policy					
ITA Vouchers [p. 28]	As specified by OCWIB Policy					
Follow Up Forms [p. 28]	As specified by OCWIB Policy					
Supplemental Data, as applicable [p. 28]	As Specified in 'Base Wage' letters					
Corrective Action Plans, as applicable [p. 29]	As directed by OCWIB Staff					
invoices [p. 29]	20 th of each month					

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CCCD, One-Stop Center - Northern Region WIA PERFORMANCE Disadvantaged Adult Program, PY 2011-12

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the sensed plan

										to exceed	10% of the ass	wal plan
	1. 4 <u> </u>		1 32 16 A									
A. New Enrollments	12	24	36	56	76	98	119	142	164	170	176	182
B. WIA Carryovers from PY 2010-11	240	240	240	240	240	240	240	240	240	240	240	240
C. Total Enrollments (A+B=C)	252	264	276	296	316	336	359	382	404	410	416	422

্র ১৯ ১ টা ব্যক্তির সাম সামার্থিক স্থান স্থান্ত্রিক			- Green	;···· = · · ·	···· ·							
Audited Bir Britishe												
A. WA Registered Core Enrollments	252	264	276	296	316	336	359	382	404	41D	416	422
B. WIA Intensive Enrollments	164	172	179	192	205	218	233			267	270	274
C. WIA Training Enrollments	63	66	89	74	70	64	80	OR.		103	104	108

				;		•			<u>.</u>			
A. Total Edis	16	36	60	80	100	120	140	160	183	197	211	222
A. 1. Edits of Carryovers from PY 2010-11	16	35	60.	80	100	120	140	160	180	188	196	204
A. 2. Exits of New Enrollments of PY 2011-12	0	0	0	0	0	0	0	0.	3	9	15	18
B. Entry into Unsubsidized Employment: B=(A)*(.755) Q1 after add	12	27	45	_60	76	9 1	108	121	138	149	159	168
C. Retention in Unsubsidized Employment at six months 2 C=B*(.815) Q2 and Q3 after colt	10	22	37	49	62	74	86	95	113	121	130	137
D. Average Earnings in six months 3 (\$15,000)		\$15,000								13/		

¹ The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after soft,

² The Performance Standard for this messure is \$1.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

S The Performance Standard of this measure is \$15,000 average entange for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Disadventaged Adu	t Program
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

Reporting Nem	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 08/30/12
Adult Perform	nnce Mespures
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/1T
Average Earnings	04/01/10 to 03/31/11

CCCD; One-Stop Center - Northern Region WIA PERFORMANCE Dislocated Worker Program, PY 2011-12

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the person size.

The second secon	jr									to exceed	10% of the are	nual plan
	جيوري الأراب											
to the second of												
A. New Enrollments	30	58	86	115	155	186	217	248	280	290	300	311
B. WIA Carryovers from PY 2010-11	557	557	557	557	557	557		557	557	557		
C. Total Enrollments (A+B=C)			-							55/	557	557
5- 10mi minerin (Vallace)	587	615	643	672	712	743	774	·774	837	847	857	868

B. WA Intensive Enrollments 382 400 418 437 463 483 503 503 544 551 557 5								Victoria de la compansión			,		
B. WA Intensive Enrollments 382 400 418 437 463 463 503 503 544 551 557 5													
8. WA Intensive Enrollments 382 400 418 437 463 483 503 503 544 551 557 5	A. WIA Registered Core Enrollments	587	615	643	672	712	743	774	774	837	847	057	868
C UNA Training Company	B. WA Intensive Enrollments	382	400										
147 184 161 168 178 186 194 194 209 212 214 2	C. WA Training Enrollments	147	154	161									564 217

The state of the s	1 1 1				=							
A. Total Exits	37	80	139	186	233	279	325	371	423	449	475	505
A. 1. Exits of Carryovers from PY 2010-11	37	80	139	186	233	279	325	371		436	454	473
A. 2. Edits of New Enrollments of PY 2011-12	0	0	0	0	0	0	0	0	5	13	21	31
B. Entry into Unsubsidized Employment : B=(A)*(.79) Q1 after exit	29	63	110	147	184	220	257	293	334	355	375	309
C. Retention in Unsubsidized Employment at six months 2 C=B*(.835) Q2 and Q3 after exit	24	53	92	123	154	184	214	245	279	296	313	333
D. Average Earnings in six months : (\$16,700)						\$16,					313	333

¹ The Performance Standard for this measure is 79% of participants who sail street be placed in the 1st quarter after exit.

² The Performance Standard for this measure is 63.5% of the participants who were placed must stat be employed in the 2nd and 3rd quarter after sot.

³ The Performance Standard of this measure is \$18,700 sverage earnings for participants employed Q1 after cut (Q2 & Q3 post suft earnings).

Dislocated	Worker Program
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

Reporting item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/11 to 06/30/12
Dielocated Worker P	erformance Messures
Entered Employment Rate	10/01/10 to 09/30/11
Employment Retention Rate	04/01/10 to 03/31/11
Average Earnings	04/01/10 to 03/31/11

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Description of Adult Common Measures (TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter.

of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

of participants who exit during the guarter

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

	Course minunity College Decide Weeks	DEDECE
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, falled to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

	ZADDIONALIA FRORTATOEME EURESENALSE.	
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter.	Actual for PY 2011
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies	As prescribed by the state
	ACSI (American Customer Satisfaction Index)	

CCCD, One-Stop Center - Northern Region WIA PERFORMANCE SSA-OJT/WEX, PY 2011-12

Cumulative, January 2012 to June 2012

	Septemolycope and			ge/}siec	ENTERNIDO VITERA			:00000	TEXT (III)	SECTION AND ASSESSED.			
	g or	7 . u		6.40	j m	0.0	72-31			7.21		10.00	
A. New Enrollments	医教练 自	-4-T-19		2000			2		12	18	28	32	32
On-the-Job Training (OJT)		2.13				2000	0	1	2		6	7	7
Work Experience (WEX)		all contin	安全				2	5	10	15	20	25	25
8. WIA Carryovers from Prior Program Year	8.00	克拉斯					0	0	0		0	0.	
C. Total Enrollments (A+B=C)	1322					医	2	6	12	18	28	32	32

CONSCIENT PROPERTY OF THE							d'in		0.50				
A. Completions	12.5.2				**		0	0	٥	-4	8	13	13
On-the-Job Training (OJT)		1 Table 1	22.00	88.83		(1), wood	0	0	0	1	2	3	3
Work Experience (WEX)							0	0	0	3	6	10	10
B. Total Exits	1	医	200	100			0	0	1		14	24	24
On-the-Job Training (OJT)	经基础		250				0	0	0	1	3	5	5
Work Experience (WEX)	法 意報						0	0	1	5	11	19' "	19
C. Entered Employment	8288数			10 mm			0	0	0	2	4	8	
On-the-Job Training (OJT)	9.5%		Sec.	S. 14.3		经销售 古	0_	0	0	0	1	2	2
Work Experience (WEX)		20年至					0	0	0	2	3	6	6
E. Average Wage	S 84 55	S. 18	是3.高年			建设 在		0	0	\$8.50	\$9.50	\$9.50	\$9.50
								0	0	0	\$10.50	\$10.50	\$10.50
Work Experience (WEX)		2.53	200		6.532	+40.75	0	0	0	\$8.50	\$8.50	\$8.50	\$8.50

Coast Community College District (CCCD) One-Stop Center - Northern Region WIA PERFORMANCE: VETConnect Project, PY 2011-12

				19.4
han en hat it was her en	وتعلقنا كالأخلط عاراه			
L. Job Support/Job Development. 93% of those referred will receive employment assistence (as defined in the MOU)	93%	93%	9 3%	93%
3. Housing Support > 78% of those referred will receive housing resources	78%	78%	78%	78%
C. Other Supportive Services 83% of those referred will receive other supportive services (as outlined in the SS Metric)	83%	83%	83%	83%
				83% E.G.
Entered Employment 28% of those referred will enter unsubsidized employment during program participation			28%	28%
S9.50 per hour			\$9.50	\$9.50
Employment Retention				39.50
1. 90 days 53% of those who entered employment will retain employment a minimum of 90 days				
2. 180 days	Research to the second			
28% of those who entered employment will retain employment e minimum of 180 days				
. Customer Setisfaction Surveys				
1. Number of Participants Surveyed - 83%		83%	83%	83%
2. Response Rate - 43%		43%	43%	43%
Level of Satisfaction with services provided (of those who responded) - 83%		63%	83%	83%

WIA Budget Orange County One-Stop Center-Northern Region FY 11/12

	F1 11/12									
~	ADULT			iget						
\vdash		Core	intensive	Training	Total					
Ì	Operations Activities:									
	Salaries	74,507	203,973	67,991	346,471					
	Benefits	41,933	88,175	29,671	159,779					
Į .	Monthly Rent	47,888	34,742	11,268	93,898					
Ī	Lease Termination Cost	50,951	36,964	11,989	99,904					
	Staff Training	1,275	925	300	2,500					
	Printing	1,785	1,295	420	3,500					
Ì	Publications/Marketing Material	1,785	1,295	420	3,500					
ł	Meetings / Conferences	765	555	180	1,500					
	Telephone	1,072	777	252	2,101					
	Equipment (under \$5,000)	1,851	1,344	435	3,630					
3	Equipment Lease	1,520	1,103	357	2,980					
PROGRAM	Service Maintenance Agreement	511	370	120	1,001					
8	Professional Memberships			i	-					
뚪	Subscriptions	,			_					
	Postage			ĺ	-					
	Office Supplies	8,160	5,920	1,920	16,000					
	Consultant/Subcontract (under \$10,000)	510	370	120	1,000					
	Consultant/Subcontract (over \$10,000)	1]	-					
	Travel / Mileage	. 1	1,388	462	1,850					
	Other: (Alarm and First Aid Kits)	4,335	3,145	1,020	8,500					
	Operations Related Activities Subtotal	238,848	382,341	126,925	748,114					
	Direct Client Related Activities:									
	Participant Wages and Benefits	[]								
	Employer Reimbursement/OJT	1		1	-					
	Participant Training Cost		· [-					
	Participant Supportive Services				_					
	Other:		-		-					
	Other - Subtotal	<u> </u>			-					
	Direct Client Related Activities Subtotal									
	Program Subtotal	238,848	382,341	126,925	748,114					
		200,010	332,047	120,020	140,114					
7	Administration:									
F	Salaries		688	229	917					
<u> 2</u>	Benefits		363	121	484					
<u>ছ</u>	Other: Indirect	11,457	8,312	2,696	22,465					
ADMINISTRATION	Other:			Į	: !					
ا و	Other Subtotal	-	, -	-1						
<u> </u>	Administration Subtotal	11,457	9,363	3,046	23,866					
一	Grand Total	250,305	391,704	129,971	771,980					

WIA Budget Orange County One-Stop Center-Northern Region FY 11/12

	DISLOCATED WORKER	^a Budget						
		Core	Intensive	Training	Total			
·	Operations Activities:							
	Salaries	74,611	485,030	191,330	750,971			
	Benefits	43,682	179,306	69,722	292,710			
	Monthly Rent	105,785	79,879	30,224	215,888			
	Lease Termination Cost	99,390	75,049	28,397	202,836			
ı	Staff Training	907	685	258	1,850			
	Printing	2,205	1,665	630	4,500			
	Publications/Marketing Material	1,715	1,295	490	3,500			
Ī	Meetings / Conferences	1,078	814	308	2,200			
	Telephone	2,247	1,696	642	4,585			
_	Equipment (under \$5,000)	3,611	2,727	1,032	7,370			
PROGRAM	Equipment Lease	3,186	2,406	910	6,502			
5	Service Maintenance Agreement	1,194	902	341	2,437			
2	Professional Memberships	858	648	244	1,750			
-	Subscriptions	809,	611	230	1,650			
	Postage	907	685	258	1,850			
1	Office Supplies	11,025	8,325	3,150	22,500			
	Consultant/Subcontract (under \$10,000)	490	370	140	1,000			
l	Consultant/Subcontract (over \$10,000)		•		-			
	Travel / Mileage		2,664	1,036	3,700			
	Other: (Alarm and First Ald Kits)	7,040	5,316	2,012	14,368			
1	Operations Related Activities Subtotal	360,740	850,073	331,354	1,542,167			
	Direct Client Related Activities:							
	Participant Wages and Benefits	. 1	. [-			
	Employer Reimbursement/OJT	· I			-			
	Participant Training Cost				-			
	Participant Supportive Services		1	1	-			
	Other:							
	Other - Subtotal	-	-	-				
	Direct Client Related Activities Subtotal	260 740		994 954	4 540 407			
<u> </u>	Program Subtotal	360,740	850,073	331,354	1,542,167			
ADMINISTRATION	Administration:	Ĭ	4 405	400	4 000			
A	Salaries	<u> </u>	1,105	495	1,600			
8	Benefits Other: Indirect	22 805	595	270	865			
		22,685	17,130	6,481	46,296			
	Other: Other Subtotal				-			
AD	Administration Subtotal	22,685	18,830	7,246	48,761			
	Grand Total	383,425	868,903	338,800	1,590,928			
	Attenta 1Ates		440,000	~~1000	1,000,020			

WIA Budget Orange County One-Stop Center-Northern Region FY 11/12

	SSA OJT/WEX		Budget	····
		OJT	WEX	TOTAL
1	Operations Activities:	÷		
	Salaries	4,290	15,210	19,500
	Benefits	2,019	7,159	9,178
	Monthly Rent	1,485	5,265	6,750
	Printing	82	293	375
	Publications / Marketing Material			
1	Telephone	83	292	375
	Utilities			
1	Equipment Lease	66	234	300
1	Office Supplies	165	585	750
1	Meetings / Conferences			.00
	Equipment (\$1-\$4,999)			_
	Travel / Mileage	82	293	375
	Other: Background Checks	83	292	375
1_	Other: Service Maintenance Agreement			0,0
₹	Operations Related Activities Subtotal	8,355	29,623	37,978
PROGRAM	Direct Client Related Activities:			071070
12	Participant Wages and Benefits		56,832	56,832
<u> </u>	Employer Reimbursement/OJT	10,080	· I	10,080
1	Participant Training Cost			,
ĺ	Participant Supportive Services			
	Other:			
	Other - Subtotal			-
	Direct Client Related Activities Subtotal	10,080	56,832	66,912
	Program Subtotal	18,435	86,455	104,890
	Administration:			· · · · · · · · · · · · · · · · · · ·
NOT.	Salaries and Benefits		1	
	Operations ·	,		
PE	Indirect	684	2,426	3,110
ş	Travel/Mileage	!		1,,,,
ADMINISTR	Other:			<u> </u>
۲	Other Subtotal	-		<u></u>
L	Administration Subtotal	684	2,426	3,110
1	Grand Total	19,119	88,881	108,000

WIA Budget Orange County One-Stop Center-Northern Region FY 11/12

ADULT OJT/WEX		8	udget	
	Core	Intensive	Training	Total
Operations Activities:				
Salaries		30,143	10,048	40,191
Benefits		5,225	1,742	6,967
Office Supplies		688	229	917
Equipment (over \$5,000):				-
Equipment (\$1-\$4,999)	12		1	-
Consultant/Subcontract				-
Travel / Mileage		375	125	500
Operations Related Activities Subtotal Direct Client Related Activities: Participant Wages and Benefits	-	36,431	12,144	48,575
Direct Client Related Activities:	1	1		
Participant Wages and Benefits				
- Embioser KeimbursemenvO3 i				
Participant Training Cost]			
Participant Supportive Services	ľ	'		
Other:			i	
Other - Subtotal		-	-	
Direct Client Related Activities Subtotal		-	-	•
Program Subtotal	-	36,431	12,144	48,575
Administration:				
Salaries and Benefits			l	
Departions	1	1		
indirect	ŀ	1,069	356	1,425
Travel/Mileage			ł	
Salaries and Benefits Operations Indirect Travel/Mileage Other:		`		
Other Subtotal		-	-	
Administration Subtotal	-	1,069	356	1,425
Grand Total	-	37,500	12,500	50,000

WIA Budget Orange County One-Stop Center-Northern Region FY 11/12

r—	ADDITIONAL FUNDING	
	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -OC
	Operations Activities:	
	Salaries	32,238
	Benefits	16,909
	Office Supplies	. 401
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	•
₹	Travel / Mileage	
PROGRAM	Operations Related Activities Subtotal	49,548
Į	Direct Client Related Activities:	
▍॒█	Participant Wages and Benefits	
1	Employer Reimbursement/OJT	
	Participant Training Cost	
<u>}</u>	Participant Supportive Services	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	
	Program Subtotal	49,548
_	Administration:	
₫	Salaries and Benefits	
A	Operations	
E	Indirect ,	
2	Travel/Mileage	
ADMINISTRATION	Other:	
	Other Subtotal	· •
	Administration Subtotal	•
	Grand Total	49,548

Coast Community College District VETConnect Program Budget FY 2011/2012

	VETConnect	Budget
	Operations Activities:	:
F	Salaries	29,424
	Benefits	4,192
1	Monthly Rent	
	Office Supplies	2,200
	Printing .	750
1 =	Publications/Marketing Materials	782
1 2	Travel / Mileage	1,500
Ø	Other:	
PROGRAM	Operations Related Activities Subtotal	38,848
] =	Direct Client Related Activities:	
	Participant Wages and Senefits	1
[Employer Relimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	
	Direct Client Related Activities Subtotal	-
	Program Subtotal	38,848
	Administration:	
	Salaries	
	: Benefits	Į
Õ	Indirect .	1,152
4	Other:	
ADMINISTRATION	Other Subtotal	•
ADM	Administration Subtotal	1,152
	Grand Total	40,000

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

Adult

		July	August	September	October	November	December	Jenuary	February	March				
	COST CATEGORIES	7/1-	8/1-	9/1-	10/1-	11/1-	12/1-	1/1-	2/1-	371-	April	May	June	Total
	***************************************	7/31/11	8/31/11	9/39/11	10/31/11	11/30/11	12/31/11	1/31/12	2/20/12	3/31/12	4/1-	5H-	6/1-	
	PROGRAM						335010		ALT IA	331/12	4/34/12	5/31/12	8/30/12	
1		28,873	28,873	28,873	28,673	28,673	28.873	28.873	28.673	28,873	28,673			
2		13,315	13,315	13,315	13,315	13,315	13,315	13.315	13.315	13,315	13,315	28,573	28,865	348,471
3		7,825	7,825	7,825	7,825	7,825	7.825	7.825	7,825	7.825	7.825	13,315	13,314	150,779
4	Lease Termination Cost									7,023	1,000	7,825	7,823	93,306
5	Staff Training	375									625		99,004	99,904
6				700				700			875	875	625	2,500
7	Publications/Marketing Meterial	525				*					875	1,225	1,225	3,500
8	Meeting / Conferences								1,500		- 013	1,423	875	3,500
_	Telephone	175	175	178	175	175	175	175	175	175	175	175		1,500
	Equipment :under \$5,000						_		- ",		908		178	2,101
	Equipment Lease	248	248	248	248	248	248	248	248	248	248	1,271 248	1,451	3,830
12	Service Maintenance Agreement											248	252	2,980
	Professional Memberships												1,001	1,001
	Subscriptions		.:										<u> </u>	
	Postage													
16	Office Supplies			3,200				2,400			4,000			40.000
17	Consultant/Subcontract (under \$10,000)	150									250	360	6,400	16,000
18	Consultant/Subcontract (over \$10,000)											300	250	1,000
	Travel/Misage	i		278			370		-		555	•		- 4 855
	Other:			1,275			1,700				2,125		847	1,860
21	Participant Wages & Benefits					: -				-	2,123		3,400	8,500
	Employer Reimbursement/OJT						•							-
	Participent Training Cost													
24	Participent Supportive Services													
25	Other,						, , ,							
	ADMINISTRATION													
1	Saluries i	76	76	76	78	76							,	
2	Benefits	40	40	40	40	40	76 40	76	76	76	76	76	81	917
3	Operations		~~				40	40	· 40	40	40	40	- 44	484
	Indirect	1,545	1,513	1,577	1,513	4 540	4.575	- 4						
5	Travel/Misage	1,000	1,513	1,0//	1,513	1,513	1,575	1,606	1,558	1,513	1,819	1,625	5,008	22,465
6	Other:			-										•
											1			
												—— —		
	GRAND TOTAL	53,147	52,065	57,682	52,065	52,065	54,197	55,258	53,610	52,065	62,584	55,898	171,344	771,980

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

Dislocated Workers

COST CATEGORIES

1. Saiaries

2 Benefits

3 Monthly Rent

4 Lease Termination Cost

5 Staff Training

6 Printing

7 Publications/Marketing Material

8 Meeting / Conferences

9 Telephone

11 Equipment :under \$5,000

11 Equipment Lease

12 Service Maintenance Agreement

13 Professional Memberships

14 Subscriptions

15 Postage

16 Office Supplies

17 Consultent/Subcontract (under \$11,000)

18 Consultant/Subcontract (over \$11,000)

19 Travel/Mileage

20 Other:

21 Participant Wages & Benefits

22 Employer Reimbursement/OJT

23 Participant Training Cost

24 Participent Supportive Services

25 Other:

ADMINISTRATION

²⁷ 1 Saigries

2 Benefits

3 Operations

4 Indirect

5 Travel/Misage

6 Other:

July	August	September	October	November	December	January	February	March	Aprii	May	June	Total
7/1-	84-	9/1-	10/1-	11/1-	12/1-	1/1-	2/1-	3/1-	4/1-	841-	6/1-	1000
7/31/11	R/31/11	9/30/11	10/31/11	11/30/11	12/31/11	1/31/12	2/29/12	3/31/12	4/30/12	5/31/12		•
	l								7777	331/12	6/36/12	
82,581	62,581	62,581	62,581	62,581	82,581	62,581	62,581	62,581	62.581	62,581	62,580	750,971
24,393	24,363	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,393	24,303	24.367	292,710
17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,991	17,901	17,991	17,987	215,881
278				ļ		<u> </u>					202,836	202,830
210									463	648	461	1,85
525		900			1,125				900		1,575	4,50
122					 -			<u> </u>	875	1,225	875	3,50
362	382	382				<u> </u>	1,100				1,100	2,26
362	- 382	382	382	382	382	382	382	382	× 382	382	363	4,58
542	542	542	F40	746	L				1,843	2,580	2,947	7,57
20	20		542 20	542	542	542	542	542	542	542	540	6,502
		20		20	20	20	20	20	20	20	2,217	2,437
									1,750			1,750
		278		330				ļ	413		907	1,654
		3,375				370			463		739	1,860
150		3379				5,825		<u> </u>	5,825		7,575	22,500
	-								250	350	250	1,000
		-	565		***							
718	718	718	718	718	740		740		925		1,480	3,700
	7.0	110	110	/10	718	718	718	718	718	718	8,470	14,360
		<u></u>										
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133	133	133	133	133	133	133	133	133	133	133	137	1,800
72	72	72	72	72	72	72	`72	72	72	72	73	36
												-
3,227	3,199	3,335	3,215	3,209	3,233	3,379	3,254	3,199	3,604	3,343	10,099	48,290
					<u></u>							
		 -										-
						*						
111,012	110.031	114,720	110,802	110,371	114 400	448 400	444 000	440.00	400 045	444.0		
· · · · · · · · · · · · · · · · · · ·	. 10,001	- 171120	10,002	10,017	111,190	116,206	111,928	110,031	123,943	114,978	345,918	1,500,928

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

SSA (OJT/WEX)

COST CATEGORIES

PROGRAM

- t Selaries
- 2 Benefits
- 3 Monthly Rent
- 4 Printing
- 5 Publications/Marketing Material
- 8 Telephone ---
- 7 Utilities
- 8 Equipment Lease
- 9 Office Supplies
- 11 Meetings/Conferences
- 11 Equipment (\$1-\$4,999)
- 12 Travel/Misego
- 13 Other: Background Checks
- 14 Other: Service Maintenance Agreement
- 15 Participant Wages and Benefits
- 16 . Employer Reimburgement/OJT
- 17 Participant Training Cost

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5' Travel/Mileage
- 6 Other.

July	August	September	October	November	December	January	February	March	4-4			
7/1-	84-	97-	10/1-	11/1-	12/1-	1/1-			April	Nay	June	Total
7/31/11	0/31/H1	9/30/11	10/31/11	11/30/11	12/31/11		24-	3/1-	41-	5H-	6/1-	
				1113411	12/3//11	1/31/12	2/20/12	3/31/12	4/30/12	6/31/12	6/30 /12	
		,				3,250	3,250	3,250	9 7073			
						1,530	1,530	1,530	3,250 1,530	3,250	3,250	19,500
						1,125	1,125	-1,125		1,530	1,628	8,178
				7.	"—————————————————————————————————————	84	1,120	-1,123	1,125	1,125	1,125	6,750
	. **								F-10-1		281	378
	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	•		63	63	63	63	83	80	375
												<u></u> -
		 				50	50	50	50	50	50	300
		 				188			. 47		515	750
		ļ .		, , _					_			-
				<u> </u>		. 36	38	38	38	36	185	375
					<u>: </u>	38	38	38	38	38	185	375
			·			8,525	8,525	11,366	8,525	14,208	5,683	56,832
	`				· · · ·	2,520		2,520		2,520	2,520	10,000
			·									
	 		7-7-7									7.1
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-	·					523	439	699	440	686	424	3,110
												
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		-				17,944	15,058	20,579	15,106	23,507	15,806	108,000

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

ADULT (OJTWEX)

COST CATEGORIES

PROGRAM

- 1 Saluries
- 2 Benefits
- 3 Office Supplies
- 4 Equipment: \$5,000 or Over
- 5 Equipment: \$1 -\$4,999
- 6 Supplies
- 7 Consultant/Subcontract
- 8 Travel/Misage
- 9 Participent Wages and Benefits
- 11 Employer Reimbursement (OJT)
- 11 Participant Training Cost
- 12 Participent Supportive Services
- 13 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Misage
- 6 Other:

July	August	September	October	Hovember	December	January	February	March	April	May	June	Yotal
7/1- 7/34/11	8/1- 8/31/11	9/1- 9/39/11	10/1- 10/31/11	11/1- 11/30/11	12/1- 12/31/11	1/1- 1/31/12	2H- 2/29/12	3/1- 3/31/12	4/1- 4/30/12	5/1- 5/31/12	6/1- 6/30/12	1014
					5,742	5,742	5,742	5,742	5,742	5,742	5,739	40,191
				ļ	995	995	995	995	965	995	987	6,967
		<u> </u>		 -	183			183			551	917
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					208	205	202	211	202	205	192	1,425
45					[, 1744					
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-	-		•		7,128	7,042	6,939	7,256	6,939	7,042	7,854	50,000

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

SCSEP

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Office Supplies
- 4 Equipment: \$5,000 or Over 5 Equipment: \$1 -\$4,999 ---
- 6 Supplies
- 7 Consultant/Subcontract
- a Travel/Mileage
- 9 Participant Wages and Benefits 11 Employer Reimbursement (CJT)
- 11 Participent Training Cost
- 12 Participant Supportive Services
- 13 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

July	August	September	October	November	December	Junuary	February	Marsh	April	May	June	Total
7/1- 7/31/11	8/1- 8/31/1/1	W1- 9/36/11	10/1- 15/31/11	11/1- 11/30/11	12/1- 12/31/11	1/1- 1/31/12	2/1- 2/20/12	3/1- 3/31/12	4/1- 4/30/12	5/1- 5/31/12	4/1- 4/30/12	
2,667	2,867	2,687	2,667	2,687	2,687	2,887	2,687	2,687	2,657	2,687	2004	90 000
1,409	1,400	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	1,409	2,681 1,410	32,231 16,900
		60			80			60	7.00		181	401
												
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4.096	4,098	4,156	4,096	4,096	4,176	4,096	4,096	4,176	4,096	4,096	4,272	49,548

ORANGE COUNTY ONE-STOP CENTER - Northern Region FY 11-12 EXPENDITURE PLAN

VETConnect

COST CATEGORIES

PROGRAM

- 1 Saleries .
- 2 Benefits
- 3 Monthly Rent
- 4 Printing
- 5 Publications/Marketing Material
- 6 Telephone
- 7 Utilica
- 8 Equipment Lease
- 9 Office Supplies
- 11 Meetings/Conferences
- 11 Equipment (\$1-\$4,999)
- 12 Travel/Misege 13 Other: Beckground Checks
- 14 Other: Service Maintenance Agreement
- 15 Participant Wages and Benefits
- 16 Employer Reimburgement/OJT
- 17 Participant Training Cost

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

July	Angust	September	October	November	December	Jenuary	February	March	April	lifey	1	
7/1- 7/21/11	8/1- 8/31/11	9/1- 9/30/11	10/1- 10/31/11	11/1- 11/30/11	12/1- 12/31/11	1/1- 1/31/12	2/1- 2/29/12	3/1- 3/31/12	4/1- 4/30/12	6/1- 8/31/12	Jume 6/1- 6/36/12	Total
									8,868	9,808	9,808	29,42
] -							1,397	1,397	1,398	4,19
		 					-			•		-
		 	· · · · · · · · · · · · · · · · · · ·						150	378	225	75
		 							158	391	235	78
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		[990		1,210	2,20
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		 				⊀ c			375	375	750	1,50
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									388	370	395	1,15
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					_		_	.	13,262	12,716	14,022	40,000

Personnel Breakdown by Funding Stream

Coast Community College District / Coastline Community College/Orange County One-Stop Center - North

	Estimated Percent of Time Charged To:												
Name	Position Title*	Salary	Establishent	WIA Adult	Dislocated Worker	Adult (Cutimes)	ASS (CEMATILO)	SCSEP	VetConnect	Non-WIA Contract	Total		
	Admin Director	104,624	100%										
	Program Director	79,432	100%	16%	32%	2%					5		
	Supervisor	71,692	100%				<u> </u>						
	Supervisor	71,692	100%	19%	50%	3%				25%	9		
	WIA Support Clerk	44,653	100%	25%						2376			
	Workforce Specialist	48,577	100%			· · · · ·			5%				
	Eligiblity Tech	51,538	100%	25%	25%				370				
	Workforce Specialist	53,386	100%	30%	67%			 					
	Workforce Specialist	58,690	100%	31%	69%								
	Admin Specialist	56,041	100%	10%	35%						10		
٠, ٠,٠,٠,٠	Workforce Specialist	53,730	100%	30%	67%	 -							
	Workforce Specialist	53,730	100%	30%	67%								
	Workforce Specialist	54,094	100%	30%	67%								
	Office Asst	46,481	100%	50%	50%								
	Workforce Specialist	53,386	100%	30%	67%						1		
	Workforce Specialist	53,730	100%	30%	67%								
	Systems Analyst	76,629	100%	12%	12%	11%			1	2597			
	Workforce Specialist	58,860	100%			- 1170				25%			
	Workforce Specialist	49,266	100%	30%	67%								
	Workforce Specialist	53,730	100%	40%			-	60%					
	Worldorce Specialist	57,078	100%	19%	41%		<u> </u>	90.76	5%		1(
	WIA Support Clerk	45.381	100%	50%	50%				576				
	Budget/Office Clerk	49,178	100%	25%	25%						1(
	WIA Support Clerk	22,870	100%	25%	25%								
	Workforce Specialist	15,638	100%		2070				40.000				
	Worldorce Specialist	21342	13070						100%		1		
	WIA Support Clerk	9,122	100%	31%	69%								
	Workforce Specialist	27,948	100%	- 01 2	. 00.2	50%	19%				1		
	WIA Support Clerk	19.754	100%	50%	50%	2076	1876		•				
	Workforce Specialist	28,096	100%		3070	50%	7004				10		
· · · · · · · · · · · · · · · · · · ·	Workforce Specialist	27,800	100%	`		5076	50%				10		
	Disability Navigator	39,123	100%	31%	69%								
	WIA Support Clerk	11,156	100%	100%	07/800					· ·	10		
	Workforce Specialist	83,400	100%	10079	100%			<u> </u>			10		
	Workforce Specialist	83,400	100%		100%						10		
	WIA Support Clerk	5,559	100%		100%						1(
	Workforce Specialist	10.948	100%	31%	69%						10		
	Workforce Specialist	10,948	100%	31%	69%						10		
	Workforce Specialist	10,948	100%	31%	69%						10		
	Workforce Specialist	10,948	100%	31%	69%						10		
	Workforce Specialist	10,948	100%	31%	69%						10		
	Workforce Specialist	10,948	100%	31%	69%				 -		10		
	Workforce Specialist	13,082		3170	0874						10		
		.5,552							65%		6		
		1,820,534	4200%	955%	1810%	116%	69%		175%	l			

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	•	



Student Electronic Access Agreement for Educational Institutions (Student Self-Service)

- 1. The National Student Clearinghouse, a not-for-profit corporation organized under the laws of Virginia ("Clearinghouse"), and the undersigned Educational Institution ("Institution") agree to the terms and conditions set forth in this Student Electronic Access Agreement ("Agreement").
- 2. The Clearinghouse provides Student Self-Service ("SSS"), a web-based application that enables the Institution to provide its students with a wide range of Clearinghouse services, including, but not limited, to enrollment and student loan-related services.
- 3. The Institution has appointed the Clearinghouse as its agent for purposes of reporting student enrollment information to "Eligible Requestors" in accordance with the Core Service Participation Agreement. The Institution hereby appoints the Clearinghouse as its agent for purposes of providing student electronic access to SSS in accordance with this Agreement and may use the Clearinghouse's SSS application to provide the Institution's students with Clearinghouse services.
- 4. In consideration of the SSS service provided, the Institution agrees to participate in the Clearinghouse Core enrollment reporting, DegreeVerify, and EnrollmentVerify services.
- 5. The Institution will adhere to generally-accepted best practice standards related to information security. The Institution will have a comprehensive control framework based upon generally accepted best practices utilizing a standard set of controls, such as COBiT or ISO17799. These practices are meant to include, but are not limited to, commercially available and widespread precautionary measures, such as firewall implementation, virus scanning, security access control software, logical encryption of data as it leaves the data boundary, secure tunnels, and limitation of physical access to the Institution's confidential information. Upon the reasonable request of the Clearinghouse, the Institution will disclose and review said policies, procedures and practices with the Clearinghouse.
- 6. The Institution's authentication procedures will verify the identity of students so that the numeric identifier can be passed to and used by the SSS application. The Institution will follow established policies, procedures and practices to protect against unauthorized access to, use of, or data confirmed through SSS. The Institution agrees that the Clearinghouse will not be responsible for actions, errors, or omissions of the Institution.
- 7. The Institution will maintain procedures reasonably designed to protect the confidentiality of any and all security code(s), private key(s), password(s), and/or user identification code(s) of students whose identity is authenticated by the Institution and request access to data through SSS.
- 8. The Institution certifies that they are currently in and shall remain in compliance with the National Institute of Standards and Technology (NIST) Electronic Authentication Guidelines for Identity Authentication Assurance Level 1 for authenticating SSS users. The Clearinghouse reserves the right

to terminate access to SSS if the institution's authentication policy does not meet the requirements for NIST Level 1 authentication.

- 9. The Clearinghouse reserves the right to terminate access to SSS upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection. The Institution will, upon discovery or receipt of notice of a potential or actual material breach in security to data received or transmitted through the SSS connection, immediately terminate SSS connectivity. The Institution will immediately report said occurrence to the Clearinghouse. The Institution will work with the Clearinghouse to remediate the breach (or anticipated breach) and will restore connectivity only after the Institution and the Clearinghouse agree that such breach or threat will not occur (or reoccur).
- 10. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its data transmission systems so that it releases information solely to authorized recipients in accordance with the terms of this Agreement and applicable law. The Clearinghouse agrees to indemnify and hold the Institution harmless from any direct loss, cost, damage, or expense suffered by the Institution as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
- 11. The parties agree to comply with all applicable laws and regulations governing the activities and services provided under this Agreement, including FERPA and other laws concerning the privacy and confidentiality of information and records.
- 12. The Clearinghouse will not retain or release personally identifiable information provided by the Institution except as specifically authorized under this Agreement. The Institution retains full ownership rights to the information in the education records it provides to the Clearinghouse.
- 13. The Institution agrees to provide all notices under this Agreement to:

National Student Clearinghouse 2300 Dulles Station Boulevard, Suite 300 Herndon, VA 20171 Attn: Vickie Graham, Contract Administrator

Electronically: graham@studentclearinghouse.org

Fax: 703-742-4234

- 14. The Clearinghouse agrees to provide all notices under this Agreement to the signatory and address below unless otherwise instructed in writing by the Institution. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues related to SSS unless otherwise instructed in writing by the Institution.
- 15. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement remains in effect until terminated by either party by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing.
- 16. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.

NATIONAL STUDENT CLEARINGHOUSE .	Coast Community College District on behalf of Golden West College, Coastline College, & Orange Coast Community College Institution (001206-00 GWC) (020635-00 Coastline)
Signature	(001250-00 Orange Coast) OPEID (Tease blank if unknown)
Ricardo D. Torres	OPEID (reave orank it anknown)
Print Name	Signature Date
Time ivalie	Signature Date
President	Print Name
Title	_
·	Title
Date	
	Street Address
www.studentclearinghouse.org	City/State/Zip
	Telephone
	Email
Your Service	Implementation Contact
If we should contact someone else at your inst service, please provide his/her name and conta	citution other than the contract signee to initiate your act information below.
Name (please print or type)	Title
Telephone	Email

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AGREEMENT NUMBER: 38148

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COAST COMMUNITY COLLEGE DISTRICT
ON BEHALF OF

ORANGE COAST COLLEGE

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 24th day of May, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Coast Community College District on behalf of Orange Coast College, 2701 Fairview Road, Costa Mesa, California 92626, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) as described in the California Welfare and Institutions Code, Section 14132.47(c) (1); and

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WHEREAS, goal the o£ the Medi-Cal Administrative Activities (MAA) Program is to improve the availability accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing Medi-Cal Administrative Activities and wishes to participate in the Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

subject to termination as set forth in this AGREEMENT.

- 1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2012, and ending on June 30, 2013,
- 2.0 RESPONSIBILITIES OF SUPERINTENDENT .
 - a. Certify to the STATE the amount of DISTRICT'S general funds or any other funds allowed under federal law and regulation expended on the allowable "Program activities".
 - b. Certify to the STATE the availability and expenditure of one hundred percent (100%) of the non-federal cost of performing Program activities.
 - c. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for federal financial participation for that fiscal year.
 - d. Act as liaison between STATE and DISTRICT.

- e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Committee meetings and MAA Program work groups.
- f. As mandated by STATE, attend STATE trainings.
- g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings and trainings.
- h. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.
- i. On behalf of STATE, provide Program technical assistance.
- j. Review time survey trainings conducted by or for the DISTRICT.
- k. Review DISTRICT'S quarterly time survey forms for accuracy and completeness and request corrections if necessary.
- Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.
- m. Review corrected documents for compliance with rules and regulations related to time surveys and fiscal reports; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.
- n. Provide DISTRICT with statewide Local Educational Consortium (LEC) Committee MAA LEA Appeals Process information upon request.

- o. Review and submit the detailed quarterly invoice with Claiming Unit Functions Grid to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE.
- p. Monitor compliance of DISTRICT with all Federal, State, and SUPERINTENDENT'S PROGRAM requirements.
- q. Review DISTRICT'S Operational Plan Audit/File at least once every three (3) years.
- r. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

3,0 RESPONSIBILITIES OF DISTRICT.

- a. Assess MAA claiming potential within the DISTRICT and determine which staff will participate in the time survey and what direct charges, if applicable, will be claimed.
- b. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".
- c. Comply fully with all Title XIX Federal, State, and SUPERINTENDENT'S Program requirements.

- d. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.
- e. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for federal financial participation for that fiscal year. Ensure claims do not include fees for consultant services that are based on, or include, contingency fee arrangements.
- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. Submit copies of amendments or new contracts as soon as they are fully executed.
- g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
- Adhere to timelines established by the STATE h. SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in timely manner all STATE and SUPERINTENDENT requests for information and documentation.
- i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.
- j. Work with SUPERINTENDENT to resolve any outstanding matters.

- k. Appeal SUPERINTENDENT decision through the statewide

 Local Educational Consortium (LEC) Committee MAA LEA

 Appeals Process if necessary.
- 1. Conduct time survey trainings for all DISTRICT survey participants.
- m. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- n. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
- o. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
- p. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.
- q. Develop and maintain an Operational Plan/Audit File to include at a minimum the following:
 - Training materials and original attendance sheets
 - Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
 - * Time certification and supporting documentation for direct charge staff
 - * Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation

- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation
- r. Prepare and certify school-based MAA Invoices and Claiming Unit Functions Grids in conformance with STATE requirements.
- s. Submit quarterly claim to SUPERINTENDENT within twelve (12) months following the end of the quarter.
- t. Provide SUPERINTENDENT with copies of MAA invoice supporting documentation upon request.
- u. Maintain Program claim documentation for a period of not less than three (3) years after the quarterly invoice payment is received. If an audit is in progress, all records relevant to the audit shall be retained until completion of the audit or final resolution, whichever is later. Such documentation shall be subject, at all reasonable times, to inspection and/or audit by the CMS or other Federal agencies, STATE, and/or SUPERINTENDENT.
- v. In the event an Invoice/Claiming Unit Functions Grid is revised or is disallowed by STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed Invoice/Claiming Unit Functions Grid.
- w. Ensure no duplicative billings.

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- x. Hold SUPERINTENDENT harmless from federal any disallowance of MAA claim payments made to DISTRICT by the STATE.
- Designate an y: employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to MAA Program administration and fiscal issues.
- Complete and return with the fully executed AGREEMENT, z. SUPERINTENDENT'S Medi-Cal Administrative Activities (MAA) District Information 2012/2013 form, Appendix "A", attached hereto and incorporated by reference herein.
- DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5.0 FEE SCHEDULE.

Annual STATE Participation Fee. SUPERINTENDENT will responsible for DISTRICT share of the STATE Participation Fee, which is based on the STATE'S cost for administering the MAA claiming process. In the event that the STATE costs for the 2012/2013 fiscal

- B. <u>SUPERINTENDENT'S Administrative Support Fees</u>. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a four and a half percent (4 1/2%) fee per quarterly claim which will be used to support SUPERINTENDENT'S MAA administration.
- C. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.
- 6.0 <u>INDEPENDENT CONTRACTOR</u>. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of

the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, limited State Unemployment to, Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

opinion, is incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.

8.0 COPYRIGHT.

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A. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters,

including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

9.0 HOLD HARMLESS.

- A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.
- B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

10.0 CONFIDENTIALITY.

A. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section

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431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable federal and/or state laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

В. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as: data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT. 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort

to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder.

12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent

contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

- 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.
- 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
- 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or State law.

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SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. to abide with conditions of this policy could result in the termination of this AGREEMENT. 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. All notices or demands to be given under this 18.0 NOTICE. AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third 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. As of the date of this AGREEMENT, the addresses of the parties are as follows: DISTRICT: Coast Community College District on behalf of Orange Coast College 2701 Fairview Road Costa Mesa, California 92626

SUPERINTENDENT:

Orange County Superintendent of Schools

In the interest of public health,

200 Kalmus Drive P.O. Box 9050

Costa Mesa, California 92628-9050

Attn: Patricia McCaughey

19.0 <u>NON WAIVER</u>. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20.0 <u>SEVERABILITY</u>. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

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1	IN WITNESS WHEREOF, the Parti	es hereto set their hands.
2	DISTRICT: COAST COMMUNITY COLLEGE DISTRICT ON BEHALF OF ORANGE COAST COLLEGE	OF SCHOOLS
4	BY:Authorized Signature	BY: Authorized Signature
5	_	PRINTED NAME: Patricia McCaughey
6	TITLE: President, Governing Board	
7	Of Trustees	
8	DATE:	DATE: May 29, 2012
9	FEDERAL IDENTIFICATION NUMBER	
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Local Educational Consortium Medi-Cal Administrative Activities Region 9 • Imperial, Orange, and San Diego Counties

Administered by the Orange County Superintendent of Schools

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) DISTRICT INFORMATION 2012-2013

Į.	DISTRICT/SCHOOL			
	District/School Name		Count	v
	Claiming Unit:			
	If different than nan	ne above.		
2.	DISTRICT MAA COORDINAT	ГOR		
	Name		District Job Title	
	Street Address		City, State, Zip	
-	Mailing Address		City, State, Zip	
•	Phone (please include extension)	Fax		Email
3.	SUPERVISOR OF DISTRICT 1	MAA COORI	DINATOR	·
-	Name		District Job Title	
	Phone (please include extension)	Fax		Email
╝	Check box for this person to be included:	in communication	ns.	
•	(a) ALTERNATE DISTRICT C	ONTACT – M	IAA COORDINAT	OR DESIGNEE
-	Name		District Job Title	
_	Phone (please include extension)	Fax		Email
	Check box for this person to be included i	n communication	ıs.	
,	(b) ALTERNATE DISTRICT C	ONTACT - F	ISCAL DESIGNE	2
-	Name		District Job Title	
	Phone (please include extension)	Fax		Email
	Check box for this person to be included i	n communication	S.	

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) DISTRICT INFORMATION 2012-2013

Appendix A

J	DATES MAA COORDINATOR WILI June 2012:				
£	August 2012:		September 2012	2:	
λ	Name of Alternate District Contact during summe	r (June–Sept	ember, 2012)		
P	Phone		Email		
·	FIRST STUDENT ATTENDANCE DA	TE(S)		2012	,2012
S	TUDENT ATTENDANCE BREAKS	Winter:		to	, 2013
M	IAA COORDINATION & TRAINING	Spring:			, 2013
	IAA COORDINATION & TRAINING			-	,2013
Ca				-	,2013
Co	ompany Name		VTRACTOR/VE	-	, 2013
Co	ompany Name onlact		NTRACTOR/VE	-	, 2013
Co	ompany Name ontact ailing Address	SUBCOM	NTRACTOR/VE	NDOR Email	

COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. <u>Parties</u>. The Coast Community College District ("District") and <u>Vince Rodriguez</u>, ("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. <u>Position.</u> District hereby employs Administrator in the position of <u>Vice President</u> of <u>Instruction and Student Services, Coastline Community College.</u>
- 3. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities.</u> 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. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>July 16, 2012</u> and ending <u>June 30, 2014</u>. This Agreement expires on <u>June 30, 2014</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the <u>Education Code</u>. 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 34 Step 7 (currently \$147,455), plus longevity pay of \$6,000 under Board Policy 7884, and doctoral stipend of \$2,781 (as posted on the DD schedule), if applicable, 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. <u>Health and Welfare Benefits.</u> 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. <u>Fringe Benefits.</u> 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. <u>Evaluation.</u> 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 7815 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.
- 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, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.</u> 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. <u>Buy-Out of Agreement.</u> 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. <u>Savings Clause.</u> 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. <u>Amendment.</u> 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 EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Christine Nguyen</u>, ("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. <u>Position</u>. District hereby employs Administrator in the position of <u>Vice President</u> of <u>Administrative Services</u>, <u>Coastline Community College</u>.
- 3. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities.</u> 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. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>July 1, 2012</u> and ending <u>June 30, 2014</u>. This Agreement expires on <u>June 30, 2014</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the <u>Education Code</u>. 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 34 Step 6 (currently \$137,811), plus longevity pay of \$6,000 under Board Policy 7884, and doctoral stipend of \$2,781 (as posted on the DD schedule), if applicable, 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. <u>Health and Welfare Benefits.</u> 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. <u>Fringe Benefits.</u> 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. <u>Evaluation.</u> 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 7815 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. <u>Return to Tenured Faculty Position.</u> 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.
- 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, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u>
 <u>Tenured.</u> 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. <u>Buy-Out of Agreement.</u> 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. <u>Savings Clause.</u> 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. <u>Amendment.</u> 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 INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. Parties. The Coast Community College District ("District") and Mary Halvorson ("Administrator") hereby enter into this Interim Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. The District hereby employs Administrator as Interim <u>Vice President of Instruction & Student Services</u>.
- 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. <u>Duties and Responsibilities.</u> Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on <u>July 1, 2012</u>, and ending on the day prior to the commencement of employment of the successor to this position, or on <u>July 15, 2012</u>, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.
- 6. <u>Salary</u>. District shall pay a salary to Administrator according to Salary Schedule DD, Range 34 Step 04 (currently \$10,005/month) under Board Policy 7884. 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. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
- 7. <u>Health and Welfare Benefits</u>. District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.
- 8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
- 9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.
- 10. <u>Termination of Agreement</u>. The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

- 11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, if then available, upon termination or expiration of this Agreement.
- 12. <u>Savings Clause</u>. 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.
- 13. **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.
- 14. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

Date

President, Board of Trustees	Date	

Administrator

The Parties have duly executed this Agreement on the dates indicated below.

COAST COMMUNITY COLLEGE DISTRICT INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT

- 1. Parties. The Coast Community College District ("District") and Sallie Salinas-Rumps ("Administrator") hereby enter into this Interim Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. The District hereby employs Administrator as Interim <u>Administrative</u> <u>Director, Workforce Economic Development</u>.
- 3. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities.</u> Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on <u>July 1, 2012</u>, and ending on the day prior to the commencement of employment of the successor to this position, or on <u>June 30, 2013</u>, whichever is earlier. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 05 (currently \$120,061) under Board Policy 7884. 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. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
- 7. <u>Health and Welfare Benefits</u>. District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.
- 8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
- 9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.
- 10. <u>Termination of Agreement</u>. The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

- 11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, if then available, upon termination or expiration of this Agreement.
- 12. **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.
- 13. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 14. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

President, Board of Trustees	Date	
Administrator	 Date	

The Parties have duly executed this Agreement on the dates indicated below.

	MODIFICATION OF AC EDUCATION SERVICE		PAGE	OF	PAGES
	MODIFICATION SERVICE	DATE ISSUED	1		
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SSUED BY:					. <u></u>
	College District				
Coastline Comm	unity College)				
1460 Warner Av	~ ·				
Fountain Valley, (
NAME AND AD	RESS OF COMPANY:				
J.S. College Com	nace IIC				
3907 Warner Ave					
Huntington Beach					
NECCDYDING N	A NEW PROPERTY OF THE PROPERTY			<u>,</u>	
JESCRIPTION . Type or print)	AND TITLE OF SIGNER	₹:	NAME AND TIT	LE OF CONT	TRACTING
Type or print)			OFFICER		
elicia Jao			Joycelyn Groot		
resident			Dean, Military/Cor	itract Educatio	n Programs
TELEPHONE	EMAIL		TELEPHONE	EMAIL	<u></u>
	feliciajao@uscollegecor	npass.com	(714) 241-6161	jgroot@co	astline edu
		•)B.201@00	astillio.oda
his modification/	amendment only applies to	the Agreement No. (CC11-12 4060 bets	reen the Coast	Community
College District (C	Coastline Community Colle	ge) and U.S. College	Compass, LLC dated	d May 2012.	Community
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ESCRIPTION (OF AMENDMENT/MOD	IFICATION	 		
Escidi Hon	of Amendment/Mor	IFICATION			
) Modifies Exhib	oit A, Service Proposal and	Price, attached hereir	1.		
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nd effect.	l herein, all other terms and	i conditions of this Ag	greement remain unc	hanged and in	full force
	<u> </u>	DATES	COME		
	san authorized to sign)	DATED SIGNED	CONTRACTOR		DATED
	on authorized to sign)	SIGNED			SIGNED
COMPANY Signature of pers					
			President, Board of T	rustees	
Signature of pers	EQUIRED TO SIGN TH				

Exhibit A – Service Proposal and Price Coastline Community College Education Bound United State (CCC EBUS)

Client:

U.S. College Compass, LLC., in collaboration with Kavram Educational Establishments and Kavram College, Esentepe Mahallesi Büyükdere Caddesi

No: 11, Zincirlikuyu - Şişli / İstanbul, Turkey

Coastline Contacts:

Joycelyn Groot, Dean (714) 241-6161; email <u>igroot@coastline.edu</u>
Laurie Melby, Program Manager (714) 241-6110; <u>lmelby@coastline.edu</u>

Program Overview:

Provide students enrolled at Kavram Schools an American college-level program that includes English language assessment and training, academic counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for admission to a United States College or University.

Services and Price

Fall Semester 2012 (September 2012 – January 2013)

\$50,125

- Program Administration
- Onsite Program Coordinator Coordination of all Coastline activities on behalf of Kavram
- Assessment Services Onsite August/September 2012 Coastline to provide:
 - English language assessments of new students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Instruction Onsite September through December 2012 Provide English classes at 1 Kavram site, Istanbul (16 weeks):
 - o Provide oversight and coordination of 1 EFL/English class to include 1 instructor for 1 level of EFL course instruction, determined by scheduling and needs.
 - Accommodate up to 30 students per class period, with maximum of 15 hours of instruction. Classes to be held evenings and weekends per request of Kavram. Schedule to be determined by Coastline and agreed upon by Kavram.

Spring Semester 2013 (February – July 2013)

\$50,125

- Program Administration
- Onsite Program Coordinator Coordination of all Coastline activities on behalf of Kavram
- Assessment Services Onsite February 2013 Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite Instruction February through May 2013 Provide English language classes:
 - o Provide oversight and delivery of 2 EFL/English class to include 1 instructors for 1 levels of EFL course instruction, according to student and scheduling needs
 - Accommodate up to 30 students per class period, with a maximum of 15 hours of instruction. classes are evenings and weekends as requested by Kavram. Schedule to be determined by Coastline and agreed upon by Kavram.
- Coastline visiting faculty and program administration to meet with Kavram faculty and administration to conduct program review

Total Cost for all above programs and services:

\$100,250

District shall invoice U.S. College Compass the amount of \$50,125 on September 15, 2012 for all services rendered through January 2013 and the amount of \$50,125 on March 15, 2013 for all remaining services rendered through July 2013. Payments are due within 30 days from the date of invoice.

- Travel for visiting faculty will be an additional charge billable to U.S. College Compass for economy airfare
 and ground transportation (to include travel for up to 2 individual round trips). College will make all travel
 arrangements in coordination with US Compass.
- Includes up to 30 students enrolled in the program, their EFL assessments and textbooks.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed
 upon by high school and college administrators.
- Does not include assessment of ESL or math prior to semester start.
 Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by Kavram according to agreed upon standards set forth by Coastline.

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Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752 Ph (951) 360-6600 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 6/6/2012

Customer: Coast Community College District

Billing Address: 11460 Warner Ave

City/State/Zip: Fountain Valley Ca. 92708

Project Name: Coast Community College District Site Address: 2990 Mesa Verde Drive East City/State/Zip: Costa Mesa Ca 92626

Attn: Shirley Spencer Phone: 714-241-6145

Fax:

E-mail: sspencer@coastline.edu

This will serve as an addendum to the contract agreement entered into between (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

Coast Community College District

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you. Renewal Information

									·
Contract	Original	Original Start	Building		Addendum	Addendum		Rental Rate	Rental Rate
No.	Term	Rent Date	ID	Item Description	Start Date	Stop Date	Term	Monthly	Yearly
576875	36	08/08/07	33871	Restroom, 12x40 DSA (Item1005)	7/1/2012	6/30/2013	12	\$1,140.00	\$13,680
576876	36	08/06/07	40131	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$400.00	\$4,800
576877	36	08/06/07	40132	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$400.00	\$4,800
576878	36	08/06/07	40182	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$400.00	\$4,800
576879	36	08/07/07	40183	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	. 12	\$400.00	\$4,800
576880	36	08/07/07	39746	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$400.00	\$4,800
576881	36	08/08/07	30073	Classroom, 12x40 DSA (NonStd)	7/1/2012	6/30/2013	12	\$388.00	\$4,656
580828	36	08/07/07	38879	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$400.00	\$4,800
587123	36	08/01/08	40099	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$425,00	\$5,100
587124	36	08/01/08	40107	Classroom, 24x40 DSA (item1001)	7/1/2012	6/30/2013	12	\$425.00	\$5,100
587125	36	08/01/08	40109	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$425.00	\$5,100
587126	36	08/01/08	45174	Classroom, 36x40 DSA (NonStd)	7/1/2012	6/30/2013	12	\$909,00	\$10,908
587127	36	08/01/08	40100	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$425.00	\$5,100
220000433	24	07/13/09		Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$425.00	\$5,100
220000433	24	07/13/09		Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$425.00	\$5,100
220002070	12	7/1/2010	45560	Office 48x60 (NonStd)	7/1/2012	6/30/2013	12	\$ 1,599.00	\$19,188

This lease is on a month-to-month basis with a 30 day option to cancel with no early termination charges.

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- . This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation	Coast Community College District	
Printed Name	Printed Name	_
Title	Title	
Signature	Signature	
Date	Date	

Call 951-360-5156 with any questions or comments, ask for Karina Olvera

Thank you for contacting Mobile Modular.

**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

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INTERNATIONAL CONTRACT EDUCATION MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT CONSULTANT AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

(Coastline Community College)
And
U.S. COLLEGE COMPASS, LLC

This INTERNATIONAL CONTRACT EDUCATION MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT CONSULTANT AGREEMENT (hereinafter "Agreement") is entered into by the COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE), a California public education entity, (hereinafter "District"), and U.S. COLLEGE COMPASS, LLC, a California Limited Liability Company (hereinafter "College Compass"). District and College Compass may be referred to herein individually as "Party", and collectively as "Parties".

WHEREAS the District, pursuant to California Education Code 78021, may establish contract education programs within or outside the State of California by written agreement with public or private entities, including corporations, associations, or any other persons or bodies to provide specific educational or training services to meet the specific needs of these bodies; and

WHEREAS the District has developed an international higher education program, known as Education Bound United States (hereinafter "CCC-EBUS" or "EBUS"), and District and College Compass have collaborated in the delivery of EBUS, which the District desires to offer to foreign entities to meet their educational and training needs; and

WHEREAS, District's EBUS is intended to assist foreign students in preparing for success as international students seeking admission to the Coast Community College District and to other US higher education colleges and universities; and

WHEREAS, College Compass confirms that it has the requisite experience and skill necessary to expand EBUS by building international education relationships with Educational Partners through networking, collaboration, outreach, and in providing consulting services to District in the areas of educational services, fiscal and logistical operations, administration, marketing and recruitment,

THEREFORE, the District and College Compass hereby agree to contract under the following terms, rules of conduct, and obligations to each other as set forth in this Agreement:

Attachment 24

I. Definitions

- a. Educational Partner: a foreign educational organization or institution that enrolls students at the high school or college level.
- b. Educational Services: Services such as counseling, math assessment, English assessment, English language instruction, college course instruction, and student activities.
- c. Educational Partner Standards ("EPS"): Minimum qualifying criteria determined by District to be used by College Compass when College Compass assesses the credentials and qualifications of potential Educational Partners.
- d. Program Services Proposal ("PSP"): A document created by District prescribing the educational services to be offered, and the terms and conditions set forth for the implementation, delivery, and cost of those services. Upon the development of fully executed ESA, the deliverables within the PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.
- e. Educational Services Agreement ("ESA"): An Agreement that describes the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.
- f. Pre-semester Services: Services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a semester start. These services typically need to begin about 90 days prior to the start of a semester.
- g. Other entities: Defined as other organizations, agencies, or institutions that may be engaged by Coastline, College Compass, or the Educational Partner to provide specific services for the EBUS program.

II. District Obligations

- a. The District shall have the exclusive right to determine the standards required of any potential Educational Partner. District will maintain an Educational Partner Standards ("EPS) which sets forth the minimum qualifying criteria to be used by College Compass when College Compass assesses the credentials and qualifications of potential Educational Partners.
- b. For each identified and qualified Educational Partner, the District shall develop a Program Services Proposal ("PSP"), based on the services requested by the Educational Partner and College Compass, prescribing the educational services to be offered, and the cost to implement and deliver the services. The

PSP shall be utilized by College Compass for negotiations with Educational Partners. College Compass' signature on each PSP shall represent their agreement to the terms and conditions set forth in the PSP.

- i. Exhibit A, attached herein, provides a PSP for services to be delivered at Qingdao California Language Training School.
- ii. Exhibit B, attached herein, provides a PSP for services to be delivered at Vietnam Aviation Academy.
- c. An Educational Services Agreement ("ESA") shall be prepared by the District and shall represent the roles, responsibilities and obligations of District, College Compass, the Educational Partner and any other entities participating in the delivery of the EBUS program. An ESA shall be fully executed by the Parties, Educational Partner, and any other entities participating in the delivery of the EBUS program, prior to the start date of any educational semester where services will be delivered.
- d. District shall have the exclusive right to determine the educational content of EBUS materials to meet the educational needs of the Educational Partner and the students, including all design, development, and delivery of the EBUS educational programs and services.
- e. The District shall hire, retain, or contract for all personnel necessary for the District to perform its obligations under this Agreement.
- f. The District shall convene the EBUS Advisory Committee, comprised of representatives of District, College Compass, Educational Partner, and other parties for the purpose of providing direction, clarification, updates, student success assessments, and to address issues and concerns of each Party. The EBUS Advisory Committee shall also be responsible for the strategic planning, marketing, and recruitment strategies for continual growth and quality delivery of EBUS for that particular Educational Partner. Nothing within this paragraph shall divest any Party of their individual obligations under this Agreement.
- g. The District shall maintain all required student academic records related to the delivery of the educational services outlined in the PSP.
- h. The District, independently of, and in coordination with College Compass, shall develop marketing materials in print and other delivery formats, for use in promoting EBUS to potential Educational Partners. Each Party shall have the right to approve any promotional and/or marketing materials when that Party or EBUS is mentioned in the materials, prior to any such materials being published, presented or distributed.
- i. The District shall not circumvent or exclude College Compass from any agreements between District and Educational Partner where College Compass has developed the relationship between District and Educational Partner for a specified program of instruction.

III. College Compass Obligations

- a. College Compass shall serve as a marketing, outreach, and relationship development consultant for the District's EBUS Program. College Compass shall provide experienced consulting services in the areas of international education partner relationship development, including identifying qualified Educational Partners, assessing candidates for partnerships consistent with the CCCD developed EPS. College Compass shall develop, initiate and sustain marketing and outreach strategies in foreign countries and promote EBUS access to their educational training markets.
- b. College Compass shall assist District by developing operational and logistical support activities. College Compass shall fully comply with the host country's legal requirements relating to foreign providers of higher education when fulfilling its obligations under this Agreement. College Compass shall also fully comply with applicable federal and state law in performing services under this Agreement.
- c. College Compass shall diligently pursue the development of relationships with potential Educational Partners. College Compass is authorized to enter into discussions and negotiations on behalf of the District under this Agreement.
- d. College Compass agrees to serve as District's in-country fiscal representative by providing the facilitation of financial transactions, including, but not limited to, invoicing, converting foreign currency into U.S. currency, and for the processing of required payments for services as defined in each PSP.
- e. College Compass shall obtain and maintain all applicable federal, state, and international licenses, permits, and/or certificates necessary for lawful performance of services set forth in this Agreement.
- f. College Compass, independently, and in conjunction with the District, shall develop marketing materials in print and alternate media forms, for use in promoting EBUS to potential Educational Partners. Each Party shall approve any promotional and/or marketing materials where that Party or EBUS is mentioned, prior to any such materials being published, presented or distributed.
- g. College Compass may facilitate communication with potential or current Educational Partners on behalf of the District regarding the EBUS program, with any services to be offered subject to the approval of the District and its governing Board. A PSP shall be developed for each new Educational Partner, which may result in discussions between College Compass, and the Educational Partner and between College Compass and District about program services and cost. Any new PSPs or changes to services to an existing PSP or ESA shall be by fully executed written amendment. Absent a fully executed amendment, the District shall not be responsible for providing any services.

h. College Compass agrees that it shall not enter into any separate agreements with prospective Educational Partners, without District's knowledge, which relate to the services offered by District under an ESA with that Educational Partner.

IV. Fees and Compensation

- a. A signed PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.
- b. College Compass' exclusive source for compensation for services performed under this Agreement shall be from total program proceeds agreed upon by District, College Compass, Educational Partner and any other entities as set forth in the ESA. College Compass' compensation shall be determined according to a percentage allocation which shall be outlined in each ESA. The breakdown, at a minimum, shall be as follows:
 - 1) Percent of total program price allocated to District for providing program administration and educational services
 - 2) Percent of total program price allocated to College Compass for marketing and licensing
 - Percent of total program price allocated to College Compass for costs incurred in establishing the relationship with Educational Partner
 - 4) Percent of total program price allocated to Educational Partner or other entities for costs incurred for facilities, maintenance, utilities or other costs they incur with the delivery of the EBUS program
- c. Refunds to either Party shall be issued according to the terms and conditions set forth in the Refund and Cancellation Policy to be included in the PSP.
- d. College Compass shall be solely and exclusively responsible for, and liable for, the withholding of its own taxes, social security taxes, unemployment taxes, sales/use taxes, workers' compensation insurance premiums, and any other required taxes, charges, or assessments for those services it performs, or contracts for others to perform, under this Agreement, or for any ESA arising out of College Compass' services under this Agreement.

V. Compliance with Applicable Law and Accreditation Standards

a. The Parties shall assure that all services each performs in support of EBUS, and all activities related thereto, shall comply with all applicable federal and state and international laws, statutes, ordinances, regulations, rules, including the District's Policies and Procedures.

- b. College Compass shall actively ensure that all services it performs in support of EBUS under this Agreement, and all activities related thereto, shall not adversely affect District, or any of its Colleges accreditation status with the Western Association of Community Colleges, or with any other accrediting entity.
- c. The Parties agrees to promptly and diligently take all actions deemed necessary by District to comply with all applicable accreditation requirements for District to maintain its clear accreditation status.
- d. District reserves the right to immediately terminate this Agreement should District determine, at its sole discretion, that any of the District's colleges' accreditation status is placed at risk by this Agreement, or by actions relating to this Agreement.
- e. Each Party agrees that all courses offered as part of the EBUS will remain under the exclusive, sole, and direct control and ownership of District. District shall exercise exclusive responsibility for EBUS courses, and shall have exclusive control for the determination of course standards.

VI. Term and Termination

- a. This Agreement shall commence on June 21, 2012, and shall terminate on June 30, 2016, unless terminated earlier by the terms set forth in this Agreement. The Parties acknowledge that this Agreement may only be extended or amended in a writing that is approved and executed by the Parties' respective governing boards.
- b. Excepting for District's right of termination as set forth in V(d), if any Party to this Agreement shall breach any of its obligations set forth herein, then the other Party shall be entitled to terminate this Agreement by written notice to the breaching Party. This right of termination is subject to a right to cure period of thirty calendar days after its receipt of such written notice. If the alleged breach is fully cured within thirty days, then the non-breaching Party shall not be entitled to terminate this Agreement.
- c. The termination of this Agreement shall not in any way impair or destroy any of the rights or remedies of either Party, or to relieve either Party of its obligations to comply with any of the provisions of this Agreement accruing prior to the date of termination.
- d. Excepting for District's right of termination as set forth in Section V(d), either Party may, at any time, with reason, terminate this Agreement upon thirty days prior written notice to the other Party. College Compass shall pay District for the value of all services completed or to be completed by District to fulfill obligations set forth in the ESA as of the date of termination. If an EBUS program semester is currently in progress at such time that notice is served, District and College Compass shall act in good faith to negotiate a

resolution to continue to provide services to Educational Partner for the duration of that semester, so as to not adversely impact students.

e. Upon termination of this Agreement, and subject to applicable law, neither District nor College Compass shall have a continuing obligation to provide services as set forth in this Agreement.

VII. <u>Indemnification</u>

- a. College Compass agrees, to the fullest extent permitted by the law, to indemnify, defend, and hold harmless the District, its trustees, officers, employees, students and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by College Compass' performance of services under this Agreement, or for any acts relating to College Compass' obligations arising from or relating to the EBUS Program, or for any action or inaction of College compass pertaining to this Agreement, and for any actions by any person or entity for whom College Compass may be legally liable.
- b. District agrees, to the fullest extent permitted by the law, to indemnify, and hold harmless College Compass, its trustees, directors, officers, employees, and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's unexcused breach of any of the terms of this Agreement.
- c. College Compass' agreement to provide such indemnification shall apply to those obligations performed by College Compass during the period of this Agreement, and shall survive the expiration or termination of this Agreement.
- d. The obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the losses. College Compass' reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District to the extent such defense costs arise, under principles of comparative fault, from District's (a) grossly negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
- e. Nothing in this Agreement shall constitute a waiver or limitation of any rights which District may have under applicable law, including without limitation, the right to implied indemnity.
- f. The District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve College Compass from responsibility for damages or other losses incurred or to be incurred by the District as a result of College Compass' breach of its obligations under this Agreement.

VIII. Disclosure and Confidentiality

College Compass shall not release, access, or share, any student records, or confidential, proprietary and/or trade secret information of the District except in the performance of this Agreement. College Compass shall comply with all federal, state, and international laws concerning confidentiality of student data, including FERPA, HIPPA, and CIMA.

IX. Ownership and Copyrights

- a. The District shall hold and retain any and all rights in, arising from, and relating to the EBUS Program, including, but not limited to program structure, program delivery, courses, course materials, and any and all copyrights, trademarks, and trade names throughout the world in perpetuity.
- b. District represents and warrants to College Compass that for copyright purposes, the District shall be the sole author thereof and the exclusive proprietor of rights of EBUS, excepting for material for which acknowledgements to other sources are provided, and for which permissions are obtained by the District, where necessary.

X. Insurance

- a. College Compass shall, at its sole cost and expense, purchase and maintain during the term of this Agreement, commercial general liability insurance with companies duly licensed and admitted by the State of California with a rating by Best's Insurance Rating Service of not less than AVII. Such policies of insurance shall protect College Compass and the District from claims which may arise out of, or relate to College Compass' performance of obligations under this Agreement. This insurance shall apply to College Compass, and to any subcontractor retained by College Compass, and to anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - (1) Commercial General Liability Insurance (Occurrence Form) with limits of not less than One Million Dollars for each occurrence; Two Million Dollars aggregate and Two Million Dollars products/completed operations aggregate; and Two Hundred Fifty Thousand Dollars as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of College Compass under this Agreement. This policy shall be endorsed, naming the District and the District's Board of Trustees, agents, and employees as additional insureds.
 - (2) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law and/or host country law, as

applicable, covering all personnel employed during the term of this Agreement whether said personnel are employed by College Compass.

- (3) Business Auto Liability Insurance covering the ownership, maintenance, or use of all owned, non-owned, and hired vehicles used in connection with the performance of obligations under this Agreement with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than One Million Dollars combined single limit, bodily injury, and property damage liability per occurrence with no annual aggregate limits.
- (4) Each policy of insurance required above shall name District and its trustees, directors, officers, employees, and agents as additional insureds; shall state that, with respect to the operations of College Compass hereunder, such policy is primary and any insurance carried by the District is excess and non-contributing with such primary insurance, shall state that not less than thirty days' written notice shall be given to the District prior to cancellation, and shall waive all rights of subrogation against the District and its trustees, officers, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross-liability or severability-of-interest clause.
- (5) College Compass is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on policies pursuant to this Agreement.

XI. Independent Contractor

- a. College Compass shall be and act as an independent contractor for all services performed under this Agreement, College Compass understands and agrees that it, and all of its employees and agents, shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.
- b. College Compass assumes the full and sole responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. College Compass shall assume full responsibility for payment of all federal, state, local, and host country taxes or contributions, including unemployment insurance, social security, and income taxes with respect to College Compass and its employees and agents.
- c. College Compass agrees and understands that by performing services under this Agreement, College Compass and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and College Compass.

d. College Compass has no authority to bind the District to a contract without the express written approval of the District's governing board.

XII. <u>Dispute Resolution</u>

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

- a. Meet and Confer Requirement. In the event of any dispute, claim, question, or disagreement arising out of relating to this Agreement, and prior to initiating a claim, arbitration or any other legal action, and as a condition precedent to being entitled to file such an action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution that is satisfactory to both Parties.
- b. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, all disputes arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
- c. This Agreement shall be interpreted and governed by the laws of the State of California.

XIII. Miscellaneous Terms and Conditions

- a. Neither District nor College Compass may assign their rights under this Agreement to any other party or successor in interest. This provision does not bare College Compass from retaining sub-contractors necessary for College Compass to meet their obligations arising under this or any specific educational services agreement.
- b. District and College Compass, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.
- c. This Agreement represents the entire and integrated Agreement between the District and College Compass regarding College Compass' marketing, outreach, and relationship development consultant services performed for the District in promoting District's EBUS Program. This Agreement supersedes all prior negotiations, representations, or agreements, in either written or oral form.
- d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or College Compass.

- e. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.
- f. College Compass's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, students, or employees of the District. No trustee, officer, agent, student, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, officer, agent, student or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, students or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agents, students and employees.
- g. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or College Compass to establish that the non-performance is not due to the fault or neglect of the party not performing.
- h. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- i. College Compass agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.
- j. The failure of the District or College Compass to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition.

XIV. Notice

Any notice or communication required or permitted to be given pursuant to this Agreement or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Campus:	Coastline Commun	Community College				
	11460 Warner Ave	nue				
	Fountain Valley, CA 92708					
	Attn: Laurie Melby					
With a copy to:	Coast Community	College District				
	1370 Adams Avent	ie .				
	Costa Mesa, CA 92	2626				
	Attn: Vice Chance	llor, Administrative Services				
To College Compass:	U.S. College Comp	eass, LLC				
	8907 Warner Aven	ue, Suite 108				
	Huntington Beach,	CA 92647				
	Attn: Felicia Jao					
notices personally served de	elivered by courier shal	the Parties may hereafter designate in writing. All such l be effective when received and signed for. All notices ours after deposit in the mail.				
Wherefore, the Parties have below.	agreed to the foregoing	g obligations as set forth by their written consent thereto				
COAST COMMUNITY CO	LLEGE DISTRICT	U.S. COLLEGE COMPASS, LLC				
Jim Moreno		Felicia Jao				
President, Board of Trustees		President				
Dated:		Dated:				

Exhibit A Program Service Proposal (PSP) Scope of Work Education Bound United States (CCC EBUS)

Client:

U.S. College Compass, LLC., on behalf of Qingdao California Language

Training School, 30 Chongqing South Road, Qingdao, P.R. China.

Coastline Contacts:

Joycelyn Groot, Dean (714) 241-6161; email jgroot@coastline.edu

Laurie Melby, Program Manager (714) 241-6110; lmelby@coastline.edu

Program Overview:

Provide students enrolled at Qingdao California Language Training Schools an American college-level program that includes English language assessment, English as a Foreign Language (EFL) courses, academic counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for

admission to a United States College or University.

Incorporation Clause:

All provisions of the International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement between District and College Compass, Board approved on June 20, 2012 are incorporated into this PSP by reference herein.

This PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.

College Compass shall aggressively pursue the development and execution of an Educational Service Agreement, describing the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.

Upon the development of fully executed ESA, the deliverables within this PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.

Scope of Work

Pre-Semester Services – Planning and preparation services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a program start. These services are billable upon 90 days prior to the start of a semester.

Instructional and Counseling Services:

Fall Semester 2012 (September 2012 – January 2013)

- Program Administration and Oversight
- Program Director Onsite Program Coordination of all Coastline activities on behalf of Qingdao CLTS
- Assessment Services Onsite August/September 2012 Coastline to provide:

- English language assessments of new and continuing students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Counseling onsite, 3 weeks date to be confirmed Coastline Counselor to provide:
 - o Individual student/counselor appointments for college and goal planning (60 students max)
 - o Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - o Faculty Development Workshops
- Instruction Onsite September through December 2012 16 weeks.
 - o Provide oversight, coordination and instruction for EFL to include 2 instructors for 2 levels of EFL as determined through student assessment.
 - o Two college courses (pre-calculus or calculus and college success)
 - Accommodate up to 30 students per class period, with 20 hours of instruction per week
 per instructor for a total of 40 instructional hours per week. Schedule to be determined by
 Coastline in association with Qingdao CLTS.
- Instruction Onsite January 2013 (4-6 week course)
 - One college course, accelerated (geography)
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Fall Semester Cost: \$235,613

Instructional and Counseling Services - Spring Semester 2013 (February – July 2013)

- Program Administration and Oversight
- Program Director Onsite Program Coordination of all Coastline activities on behalf of Qingdao CLTS
- Counseling onsite, 3 weeks June 2013 Coastline Counselor to provide:
 - o Individual student/counselor appointments for college and goal planning
 - o Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - o Faculty Development Workshops
- Assessment Services Onsite February 2013 Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite Instruction February through May 2013 Provide English language classes:
 - o Provide oversight, coordination and delivery for EFL to include 2 instructors for 2 levels of EFL as determined through student assessment
 - o Up to 20 instructional hours per week, per instructor for a total of 40 instructional hours per week.
 - o Accommodate up to 30 students per class period, schedule to be determined by Coastline in association with Qingdao CLTS.
 - Four college courses (to be determined)
- Coastline visiting faculty and program administration to meet with Qingdao CLTS faculty and administration to conduct program review

U.S. College Compass, LLC & CCCD (Coastline Community College)

- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Spring Semester Cost:

\$235,613

Total Cost for all above programs and services:

\$471,225

Terms and Conditions:

- Coastline shall invoice U.S. College Compass the amount of \$235,613 30 days prior to the start
 of a semester for all services to be provided for each respective semester indicated above.
 Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselors will be an additional charge billable to U.S. College Compass for airfare and ground transportation (to include travel for up to 13 individual economy round trip tickets). College will make all travel arrangements in coordination with US Compass.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by high school and college administrators.
- May not include onsite assessment of English or math <u>prior</u> to program start in Fall 2012.
- Does not include summer courses or summer program.
- Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by Qingdao CLTS according to agreed upon standards set forth by Coastline.
- Cancellation of services prior to 90 days from the start of the each semester identified herein shall incur no cost to College Compass or payment to Coastline. Cancellation of services less than 90 days notice, and later than 60 days notice, shall be subject to an administrative charge of 20% of the total cost of that semester. Cancellation of services less than 30 days prior to the start of a given semester shall be subject to an administrative charge of 25% of the total cost for services planned for that semester.
- If CCC is unable to fulfill its contracted obligations a full refund for services unfulfilled shall be provided.

Therefore, District and College Compass agree to the foregoing terms and conditions set forth in this Program Service Proposal (PSP). Each party acknowledges the obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT	U.S. COLLEGE COMPASS, LLC		
Jim Moreno President, Board of Trustees	Felicia Jao President		
Dated:	Dated:		

Exhibit B Program Service Proposal (PSP) Scope of Work Education Bound United State (CCC EBUS)

Client:

U.S. College Compass, LLC., on behalf of Vietnam Aviation Academy (VAA), a Vietnamese college that trains post-high school graduates, located at 104 Nguyen Van Trol Street, Ward 8, Phu Nhuan Dist, Ho Chi Minh City, Vietnam.

Coastline Contacts:

Joycelyn Groot, Dean (714) 241-6161; email <u>jgroot@coastline.edu</u> Laurie Melby, Program Manager (714) 241-6110; <u>lmelby@coastline.edu</u>

Program Overview:

Provide students enrolled at VAA, an American college program that includes English language assessment, English as a Foreign Language (EFL) courses, academic counseling services, U.S. college preparation and acculturation workshops, student orientations, faculty development services, and college-level courses leading toward an associate degree in business administration and meeting lower division transfer requirements to a United States College or University.

Incorporation Clause:

All provisions of the International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement between District and College Compass, Board approved on June 20, 2012 are incorporated into this PSP by reference herein.

This PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate College Compass to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and College Compass regardless of whether a PSP develops into an executed ESA.

College Compass shall aggressively pursue the development and execution of an Educational Service Agreement, describing the obligations of District, College Compass, Educational Partner, and any other entities participating in the delivery of the EBUS program.

Upon the development of fully executed ESA, the deliverables within this PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.

Scope of Work

Pre-Semester Services – Planning and preparation services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a program start. These services are billable upon 90 days prior to the start of a semester.

Instructional and Counseling Services:

Fall Semester 2012 (September 2012 – January 2013)

- Program Administration and Oversight
- Program Director Onsite Program Coordination of all Coastline activities on behalf of VAA
- Assessment Services Onsite August/September 2012 Coastline to provide:
 - English language assessments of new students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses

- o Includes assessment tool
- Counseling onsite, 3 weeks (dates to be confirmed) Coastline Counselor to provide:
 - o Individual student/counselor appointments for college and goal planning (60 students max)
 - o Individual student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- EFL Instruction Onsite, September 2012 through January 2013 20 weeks.
 - o Provide oversight, coordination and instruction for EFL to include 2 instructors for level 3B
 - Accommodate up to 30 students per class period, with 20 hours of instruction per week
 per instructor for a total of 40 instructional hours per week. Schedule to be determined by
 Coastline in association with VAA.
 - Includes all class materials (60 students max).
- College Course Instruction Onsite, September 2012 through December 2012 16 weeks
 - One transfer level general education college course (counseling 105), taught by a Coastline instructor
 - Two (2) class sections minimum to accommodate maximum of 30 students per section
 - Each college credit class requires 16-18 hours of instruction for each unit of college credit
 - Includes textbooks
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 60 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Fall Semester Cost: \$192,398

Instructional and Counseling Services:

Spring Semester 2013 (February – July 2013)

- Program Administration and Oversight
- Program Director Onsite Program Coordination of all Coastline activities on behalf of VAA
- Counseling onsite, 3 weeks June 2013 Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (60 students max)
 - o Individual student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - o Faculty Development Workshops
- Assessment Services Onsite February 2013 Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- English Language Instruction Onsite, February through June 2013 Provide English language classes (20 weeks):
 - Provide oversight, coordination and delivery of EFL to include 2 instructors for levels
 - Accommodate up to 30 students per class period, with 20 instructional hours per week, per instructor for a total of 40 instructional hours per week. Schedule to be determined by Coastline in association with VAA.
 - o Includes all class materials (60 students max)
 - College Course Instruction, onsite:

U.S. College Compass, LLC & CCCD (Coastline Community College)

- o Two transfer level general education colleges courses, taught by a Coastline instructor
- Two (2) class sections minimum to accommodate maximum of 30 students per section or total of 60 students
- 16 week semester
- Each college credit class requires 16-18 hours of instruction for each unit of college credit
- Includes textbooks
- Coastline visiting faculty and program administration to meet with VAA faculty and administration to conduct program review
- Coordination and development of extracurricular activities, service projects, etc.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students (face to face instruction) per credit bearing course based on eligibility to enroll.

Spring Semester Cost:

\$192,398

Total Cost for all above programs and services:

\$384,796

Terms and Conditions:

- Coastline shall invoice U.S. College Compass the amount of \$192,398 30 days prior to the start of a semester for all services to be provided for each respective semester indicated above. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselor is included in this proposal.
- May not include assessment of English or math <u>prior</u> to program start in Fall 2012.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by school and college administrators.
- Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by USCC according to the agreed upon standards set forth by Coastline.
- Cancellation of services prior to 90 days from the start of the each semester identified herein shall
 incur no cost to College Compass or payment to Coastline. Cancellation of services less than 90
 days notice, and later than 60 days notice, shall be subject to an administrative charge of 20% of
 the total cost of that semester. Cancellation of services less than 30 days prior to the start of a
 given semester shall be subject to an administrative charge of 25% of the total cost for services
 planned for that semester.
- If CCC is unable to fulfill its contracted obligations a full refund for services unfulfilled shall be provided.

District and College and College Compass agree to the foregoing terms and conditions set forth in this Program Service Proposal (PSP). Each party acknowledges obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT	U.S. COLLEGE COMPASS, LLC		
Jim Moreno	Felicia Jao		
President, Board of Trustees	President		
Dated:	Dated:		

GARDEN GROVE UNIFIED SCHOOL DISTRICT

10331 Stanford Avenue, Garden Grove, California 92840 APPLICATION AND AGREEMENT FOR USE DON WASH MEMORIAL AUDITORIUM

(Please type or use ball-point pen and press firmly)

					DATE: _5/22/20	012	
Liability Insurance with endorsement.	e Certificate required Must show Certifica	in the amount of \$1 ate Holder's address	1,000,000.00 naming as listed above. INS	g Garden Grove Unified SURANCE CERTIFI	d School District as ac	dditionally insured	
ORGANIZATION NAME OF ORGA		st Communit	y College D:	istrict/Coast	line Communi	ty College	
	FFICER OR AGEN	T: Jim Moreno		TELEPH	ONE: 714-241-6160		
ADDRESS: 11460	Wamer Ave		CITY: Fountain Valley			92708	
D 121 0							
Proposed Use: Gra DATES		CEM YER	Performance Ti		Expected Attendance		
REQUESTED	TIME IN	SET UP	REHEARSAL	PERFORMANCE	STRIKE	TIME	
5/18/2013	12:00PM	1:00PM	TIME	TIME	TIME	OUT	
-, -, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,	12:00PM	T:OOPM	· · · · · · · · · · · · · · · · · · ·	-		5:00PM	
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FACILITIES & EQUIPMENT REQUESTED: Ticket Booth Greenroom Dressing Room Lighting Follow Spot Lighting Follow Spot Acoustical Shell Curtains (open/close) Follow Spot Band Risers Follow Spot Band Risers Follow Spot Will you be video taping? Will you be selling food and/or merchandise? If so, please describe							
Comments:							
NO ALCOHOL,	SMOKING, FOOD	OR BEVERAGES	ARE ALLOWED	IN THE AUDITORI	UM.		
ESTIMATED CHARGES: PLEASE NOTE: One half of estimated charges reported by Theatrical Services Technician is due upon booking. Final half of estimated charges must be received by the Community Services Office no later than 14 days prior to event. If final use reports after event reflects additional charges over estimated amount due, you will be billed on a separate invoice.							
Garden Grove Unit any loss, damage, occupancy of the personally responsi The organization as school use of bui property for use of The undersigned fi and defends the Co All applicants are activity. The Board of Edurepresentative, to	cost, claims, action school property, factible for any damage grees to abide by and ldings, grounds, an which application is arther declares that the encouraged to proceed to p	the Board of Educat as/judgments, or ex- cilities, furniture or or unnecessary abused enforce all rules and equipment. Furthes hereby made, will the applicant organizated States and the Streview the District right to terminate ation, or group in versions.	ion, individual mem pense, regardless or equipment. The asse of school building and regulations of the ermore, the undersignot be used for the station, on whose beliate of California. To facility prior to the any facility use parts.	Title 1, Part 23, Chapbers thereof, and all distance, which may applicant furthermore as, grounds, or equipmed Garden Grove Unified the states that, to the accommission of any critical he/she is applying his statement is made ureserving to determine the states upon written in the states are serving to determine the serving the states are serving to determine the states are serving to determine the states are serving to determine the states are serving to determine the serving the s	strict employees free a rise during or because certifies that the orga- ent while occupied by d School District go best of his or her know me or any act that is p for the use of school ander penalty of perju- ne appropriateness notice by the Board,	and harmless from se of such use or anization shall be the organization. Werning the non-wledge, the school prohibited by law. property, upholds ry. for the intended	
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Signature				Date			
District Office Use Only							
Approved by: Version 2 / 7-8-11	····		Dat				

FACILITIES USE PERMIT ADDENDUM

Addendum to:

Garden Grove Unified School District's Application and Agreement for use of Don Wash Memorial Auditorium

Name of Applicant: Coastline Community College

This Addendum amends that certain application to Garden Grove Unified School District for use of the facilities at <u>Garden Grove High School's Don Wash Memorial Auditorium dated May 18,2013</u>. The following sentence in the Application and Agreement is hereby deleted: "The applicant further certifies that he or she shall be personally responsible, on behalf of the organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization."

Notwithstanding anything to the contrary contained in the Application, the School district and <u>Coastline Community College</u> agree that California Education Code Section 38134(i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the cost of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6(commencing with section 810) or Title 1 of the government code for injuries caused by a dangerous condition of public property. (California Education Code Section 38134)

Jim Moreno					
President, Board of Trustees					
	_				
Date					



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: 16-N-13

CFDA: 17.258 WIA Adult Programs

Funding Agency: Department of Labor

17.278 WIA Dislocated Worker Formula Grants

Funding Agency: Department of Labor

17.261 WIA Pilots, Demonstrations, Research Projects Funding Agency: Department of Labor

17.235 SCSEP Funding Agency: Department of Labor

Attachment 26

Agreement #16-N-13

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THIS WIA Cost Reimbursement Agreement ("AGREEMENT") by and between the County of Orange, hereinafter referred to as "COUNTY", and Coast Community College District hereinafter referred to as "CONTRACTOR", County and Contractor are sometimes individually referred to as "Party". or collectively referred to as "Parties", consists of fifty-three (53) sections and the following twelve (12) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, K. OC Community Resources Contract Reimbursement Policy, and L. Authorized Signature Form.

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, _____ 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 million nine hundred thirty three thousand seven hundred sixty two exceed dollars (\$2,933,762) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ADMINISTRATION OF AGREEMENT

COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations.

2. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

3. TERM

The effective term of this Agreement shall commence on <u>July 1, 2012</u> and terminate on <u>June 30, 2013</u> subject to the provisions of this Agreement; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

4. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification WIA Cost Reimbursement Agreement (Mutual Indemnification)

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decision. 5. STATEMENT OF WORK

of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

6. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring. include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies as provided herein, constitute grounds for COUNTY to reduce the level of payment otherwise provided of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Except for Section 4 of the Agreement, any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR

7. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement as provided herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

8. <u>TERMINATION</u>

- (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.
- (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.]

9. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
- (1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of

Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

- (b) All applicable State statutes, regulations, policies, procedures and directives;
- (c) All applicable COUNTY policies, procedures and directives;
- (d) All applicable local ordinances and requirements, including use permits and licensing;
- (e) Court orders applicable to CONTRACTOR'S operations; and
- (f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

10. COMPLIANCE WITH COUNTY WIA POLICIES AND PROCEDURES

CONTRACTOR shall comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment, referral, and internal monitoring of compliance with provisions of this Agreement. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

11. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

12. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", and "C" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of

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California modify any program component and/or service level detailed in Exhibits "A", "B", and/or "C" then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

(a) CONTRACT ADMINISTRATOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this Agreement, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

- (b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on the Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:
 - (ii) It does not materially change the terms of this Agreement, and
 - (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

13. PARTICIPANTS

- (a) <u>Benefits</u>. 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) <u>Labor Standards</u>. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.
- (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order Implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

- (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.
- (6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

14. CONFIDENTIALITY

- (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.
- (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.
- (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

15. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

tear.

16. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- (a) To maintain Equipment in good working order and condition, except for normal wear and
- (b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- (c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.
- (d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.
- (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or

from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be

activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting

17. SATISFACTORY WORK

approved by CONTRACT ADMINISTRATOR.

Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected. COUNTY will notify CONTRACTOR of any deficiencies and will provide technical assistance to CONTRACTOR to make necessary corrections.

18. <u>REPORTS</u>

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

19. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth

20. MODIFICATION OF BUDGET SCHEDULE

(a) Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased WIA Cost Reimbursement Agreement (Mutual Indemnification)

 and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

(b) CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

21. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before <u>June 30, 2013</u>, and that any and all funds remaining as of <u>June 30, 2013</u>, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after <u>June 30, 2013</u>. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after <u>July 31, 2013</u>.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2012, 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 two million nine hundred thirty three thousand seven hundred sixty two dollars (\$ 2,933,762).

(b) <u>COUNTY Discretion</u>. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
 (c) <u>Advance</u>. Nothwithstanding (b) above, upon written request and justification from

- (c) Advance. Notinwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. ADMINISTRATOR shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (a) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
- (d) Invoices. COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on August 1, 2012, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY.

22. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

wholly responsible for the manner in which is with the work of the

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

23. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

24. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this

Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

25. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract after, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as 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.

26. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall

 not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

27. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

29. FISCAL ACCOUNTABILITY

(a) <u>Financial Management System</u>. 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:

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24 25 26 (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) <u>Costs Charged</u>. 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.

30. 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.

31. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and

to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

- (b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

32. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

33. MUTUAL INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.

- (a) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
- (b) If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

34. INSURANCE

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

(f) Required Endorsements: The C endorsements, which shall accompany the (1) An Additional Insured endo

- (b) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.
- (c) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).
- (d) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.
- (e) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits			
Commercial General Liability with Broad	\$1,000,000 combined single limit			
Form Property Damage	per occurrence			
Endorsement and Contractual Liability	\$2,000,000 Aggregate			
Automobile Liability including all owned,	\$1,000,000 combined single limit per			
non-owned and hired vehicles	occurrence			
Workers' Compensation	Statutory			
Employer's Liability	\$1,000,000 per occurrence			
Sexual Misconduct	\$1,000,000 per occurrence			

- (f) Required Endorsements: The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:
- (1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees,

agents as Additional Insureds. The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

- (2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.
- (3) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.
- (4) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
- (g) All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
- (h) The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- (i) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this

Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

- (j) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.
- (k) County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
- (I) County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
- (m) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

35. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

36. INTELLECTUAL PROPERTY

(a) <u>Federal Funding</u>. 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

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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) <u>Patent Rights</u>. 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.

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(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.
- (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the

effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

- (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
 - (i) <u>Survival</u>. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

37. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

38. STANDARDS OF CONDUCT

- (a) <u>General Assurance</u>. 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) <u>Conducting Business Involving Relatives</u>. 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) <u>Conducting Business Involving Close Personal Friends and Associates</u>. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
- (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member

represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

39. SWEATFREE CODE OF CONDUCT

All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

40. <u>DRUG FREE WORKPLACE</u>

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

41. **DEBARMENT**

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

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42. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faithbased organizations in administering its federally-funded activities.

43. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

44. **LOBBYING**

- CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.
- (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with Exhibits A - K, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. <u>EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS</u>

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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OC Community Resources

OC Community Services / Community Investment Division

1300 South Grand Avenue

Building "B"

Santa Ana, California 92705

CONTRACTOR:

COUNTY:

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Agreement #16-N-13

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

	"COUNTY OF ORANGE a political Subdivision of the State of California"	
Dated:	By: Steve Franks Director, OC Community Resources	
	"CONTRACTOR"*	
Dated:	Ву:	
	Title:	

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

GENERAL PROGRAM REQUIREMENTS

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 - 1. Workforce investment Act
 - a. Workforce Investment Act of 1998
 - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, ∋662.100)

- c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
- d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. Streamline services through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. Universal access for all job seekers to a core set of career decision-making and job search tools;
- E. Increase accountability of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. State and local flexibility to ensure that delivery systems are responsive to the needs of individual communities; and
- G. Strong role for local boards and the private sector to impact the design and operation of delivery systems.

STATEMENT OF WORK (Program Year 2012-2013)

I. COORDINATION

A. General Overview

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults, Dislocated Workers, and other designated special populations. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

California Workforce Services Network (CWSN) is a web-based fully integrated system that will support the administration of the Workforce Investment Act and Wagner-Peyser programs. CWSN will replace the existing Job Training Automation (JTA) and CalJOBs systems. CONTRACTOR will be required to use CWSN, at minimum, for recording and tracking job seeker and employer services and activities. The implementation of CWSN is scheduled for September 24, 2012.

CONTRACTOR will be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CWSN:

System	Hardware Required	Software Required	Connectivity
Client Workstation	Processor: PIII or higher	Microsoft Windows 2000	Minimum: 56 kbps
	Memory: 128 megabytes	/ Microsoft Window XP /	Recommended:

	(MB) or RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Recommended: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher	Dedicated broadband or higher speed access, 380k or higher
Staff Workstation	Processor: PIII or higher Memory: 128 MB for RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	OS: Microsoft Windows 2000 / Microsoft Windows XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Browser: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher / Safari JAWS for Windows software for visually impaired access (optional)	Minimum: Dedicated broadband or higher speed access, 380Kbps or higher

B. Service Delivery Area

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

- 1. <u>Services in the Northern Region</u> shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.
 - a. Services shall also be offered through a <u>satellite location</u> at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator.
- 2. Services in the Southern Region shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

3. <u>Services at the Joint Forces Training Base (JFTB)</u>, located at 11200 Lexington Drive, Los Alamitos, CA 90720 (Building 244) shall be offered to all Veterans enrolled in Adult, Dislocated Worker, or Discretionary programs.

C. One-Stop Operator Responsibilities with Partners

1. Mandated Partners

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WTW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA Title I)
- Small Business Development Centers
- 2. Operating Agreements shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;
- c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS/CWSN, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- **f.** A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

CONTRACTOR shall submit revised Operating Agreements to the OCWIB for the (1) Trade Adjustment Assistance and the (2) Adult Education and Literacy Programs by August 31, 2012. The revised Agreements shall demonstrate how enhanced training opportunities will be provided through these partnerships. For all other Operating Agreements, if a change in service provision occurs during the program year, CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.

3. <u>Cost Sharing Agreements</u> shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 28, 2012. Cost Sharing Agreements shall be submitted on an annual basis.

4. Non-Mandated (Voluntary) Partners shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private

workforce system investments targeting identified industry clusters and high growth jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies
- 5. Partner Staff Training shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, CWSN system and the identification of common resources. Contractor shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2012.
- 6. Quarterly Partner Meetings shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.

- 7. Manager's Stakeholder Meetings with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.
- 8. One-Stop Center Monthly Activities Report shall include a summary of all noteworthy activities including attendance at meetings internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.
- 9. One-Stop Tours shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. CONTRACTOR shall submit an updated tour script to the OCWIB Administrative office by July 31, 2012, and thereafter whenever new partners, programs and/or services are added.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with colocated partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays. Workshops and other activities shall also be scheduled during these hours.

Hours of Operation		
Monday – Friday	8:00 a.m. – 5:00 p.m.	
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.	
Saturday	9:00 a.m 1:00 p.m.	

2. <u>Holiday operation schedules</u> shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County Holidays		
Independence Day	Christmas Day	
Labor Day	New Year's Day	
Columbus Day	Martin Luther King Jr. Day	
Veteran's Day Observed	Lincoln's Day	
Thanksgiving Day	President's Day	
Day after Thanksgiving	Memorial Day	

3. A Manager-in Charge (MIC) must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2012.

B. General Staffing Requirements

- 1. There shall be the requisite number of staff hired by the CONTRACTOR and approved by the OCWIB to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval. All positions (including regular, hourly, temporary, or extra help) must be approved.
- 2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
- 3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.
- 4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.

5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified bilingual staff in public contact positions' and translate documents explaining available services in their clients' language.

C. Workforce Professional Staffing Requirements

- 1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
- 2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, CWSN, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
- 3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
- 4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
 - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
 - b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
 - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - d. Develop a CWSN resume for every enrolled participant;
 - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
 - f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
 - g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30);

- h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
- i. Develop relationships with all training providers;
- j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
- k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer:
- I. Provide job development and assist participants in job placement;
- m.Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
- n. Utilize CWSN for documenting job seeker and employer services and activities.
- 5. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

D. Caseload Requirements

- 1. CONTRACTOR shall maintain caseloads at no less than 90 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
- 2. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

3. Carry-Ins

- a. Of the WIA participants carried forward from the previous contract term (PY 2011-12), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2013. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2013.
- b. CONTRACTOR may carry forward to PY 2013-14 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than two (2) consecutive years.

E. Website

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. The website shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

F. Communication, Distributed Material, and Postings

- 1. All outreach and recruitment materials shall be submitted to the OCWIB Administrative office for approval. All published material shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
- 2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- 3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
- 4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
- 5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
- 6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD10-1, 10-OCWDA--08]

CONTRACTOR shall include the following tagline on all flye and other communication promoting, advertising and /or in meetings, workshops, seminars, job fairs, etc. sponsored CONTRACTOR:	nforming the public of
'If you need special assistance to participate in this (model of the call Please call 48 hours in advance to allow the Onceasonable arrangements to ensure accessibility to thisetc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]	e Stop Center to make

- 7. CONTRACTOR shall be responsible to post the <u>"Equal Opportunity Is The Law"</u> and the <u>"Summary of Rights and Program Grievance and Complaint Procedures"</u> in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA—08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].
- 8. Original working files of all current marketing and collateral materials must be submitted to the OCWIB no later than July 31, 2012. All future working files shall be submitted upon final approval by the OCWIB.

G. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, including CWSN electronic files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

- 1. CONTRACTOR shall review ten percent (10%) of the active caseload on a monthly basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Following the completion of each internal monitoring, CONTRACTOR shall verify completed reviews, maintain a list of those files reviewed, and be able to produce the same upon request by the OCWIB Administrative office.
- 2. CONTRACTOR shall adopt a performance evaluation system that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.

3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

H. <u>Documentation and File Maintenance</u>

- Case Files shall be maintained for every enrolled participant. At a minimum, the case file and CWSN electronic file, as applicable, shall include documentation of the following:
 - · Program eligibility/determination of need;
 - · Participant signature evidence of EO and programmatic grievance forms
 - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
 - · All MIS forms as outlined in Section V of this Exhibit;
 - Initial and/or Comprehensive Assessments, as applicable:
 - IEP, including all updates of services provided and completed;
 - Completed resume within three weeks of IEP;
 - Approved ITA voucher (if applicable);
 - Progress reports, time and attendance if receiving WIA funded training.
 For non-WIA funded training, CONTRACTOR shall require the participant
 to provide attendance verification from the school as a condition of
 receiving other WIA services;
 - Printed case management notes showing provision of all substantial services provided.
- 2. Confidential Information relating to services received by WIA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
- 3. <u>Security:</u> CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

I. Customer Service and Client Satisfaction

 CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 04-OCWDA-22. Surveys shall be available throughout the Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.

- 2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
- 3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
- 4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
- 5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
- 6. CONTRACTOR shall provide a quarterly report summarizing the results of the customer satisfaction surveys as well as provide three (3) testimonials from any program participant to the OCWIB Administrative Office. Examples of testimonials may be a participant success story or a letter from a client.

J. Organizational Chart:

- CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
- 2. CONTRACTOR shall provide an updated organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2012. Job descriptions and associated assignments are subject to OCWIB approval.
- Should any organizational or staffing arrangements change during the program (year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.

- K. <u>Telephone Directory</u> for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2012. Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. <u>Physical Floor Plan</u> for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. **CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2012.** Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

III. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

A. Target Population

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

- 1. The general public seeking workforce services;
- 2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 10-OCWDA-01; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
- 3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

- 4. Target population served by special projects include, but are not limited to Seniol Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
- 5. Former WIA enrollees in need of continued services including retention and followup.

B. Participant Recruitment

- CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
 - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
 - b. Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
 - c. Veterans (not meeting above criteria): 5%
 - d. Older Workers (not meeting above criteria): 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

- CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA and discretionary grant participants, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
- 3. CONTRACTOR shall ensure that recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with the mandated partners of the One-Stop Center.
- 4. CONTRACTOR shall identify an appropriate location in southern-most Orange County to provide workforce services to customers residing in those regions of the County. Final location shall be approved by the OCWIB.
- 5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
- 6. CONTRACTOR may recruit participants via any of the following, such as:
 - a. Customers coming into the One-Stops;
 - b. Notices to other community based organizations;
 - c. On-site visits by recruiters to strategic sites where target populations tend to reside:
 - d. Referrals from other agencies;

- e. Intake and recruitment efforts associated with national labor exchange activities:
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
- g. Presentations to promote WIA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2012.

C. Universal Services

- 1. Registration shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information into CWSN. 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. <u>Core Services</u> shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
 - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
 - b. Intake and orientation providing the entire range of services available;
 - c. Initial Needs/Skill Assessment;
 - d. Job search tools available in the Resource Room;
 - e. Information on community resources including supportive services;
 - f. Information on the eligibility requirements for all partner employment and training programs;
 - g. Local, regional and statewide labor market information;
 - h. Information on financial aid for education as well as scholarship opportunities;
 - i. Assistance in applying for unemployment compensation;
 - j. Information on certified education and training providers as well as local performance outcomes of service providers; and
 - k. Informational Workshops, as described below.

3. Resource Room

a. <u>Self-Directed Activities</u> shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- b. <u>Staffing</u> shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.
- c. <u>Assistive Technology</u> shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
- 4. <u>Orientations</u> shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.
 - a. CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.

- b. CONTRACTOR shall also describe services available to participants from colocated partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
- c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
- 5. <u>Initial Assessments</u> may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR, which may include CWSN assessment tools. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
- 6. Informational Workshops shall be developed and facilitated by CONTRACTOR, except as directed otherwise by the OCWIB, 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 curricula to the OCWIB Administrative Office by July 31, 2012.
 - 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
- Introduction to CWSN
- 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. <u>Back-up Facilitator</u> 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.
- 7. <u>Universal Services Monthly Report</u> 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.
- 8. Services for Persons with Disabilities: CONTRACTOR shall assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.

D. Services for Enrolled Program Participants

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

1. <u>Eligibility</u> for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals (seeking WIA intensive and/or training services which documents shall be placed in the participant's files.

- a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
- b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immigration 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. <u>Intensive Services</u> shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

a. <u>Comprehensive Assessment</u> shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 16, 2012.** List shall include the name of the Tool and what it is measuring.

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

b. <u>Case Management</u> shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of

the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; o
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

c. An Individual Employment Plan (IEP) shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25 and subsequent updates.

- d. Resumes shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a CWSN 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 in CWSN and on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
- e. <u>Supportive Services</u> 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 08-OCWDA-15.
- f. <u>Job Development and Placement</u> shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
- g. Retention and Follow-up Services shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
- 3. <u>Training Services</u> shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 10-OCWDA-01. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WIA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
 - a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.
 - b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.

- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
 - Individual Training Accounts (ITAs) shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 08-OCWDA-15.
 - On The Job Training is training by an employer that is provided to a
 paid participant while engaged in productive work in a job that provides
 knowledge or skills essential to the full and adequate performance of
 the job.
 - Job Readiness Training: Job readiness training includes services
 that teach skills needed to be successful in the workplace, rather than
 skills needed to get into the workplace. Job readiness training should
 provide participants with specific occupational competencies needed
 to perform specific work tasks on the job.
 - Entrepreneurial Training: Training focused on creating and starting a new business.
 - Skill Upgrading and Retraining: Training designed to upgrade outdated or obsolete skills or retrain for employment in a new or different occupation.
- 4. <u>Customer Flow Charts</u> for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2012. Customer flow charts and timelines are subject to OCWIB approval.

5. <u>Internal Policies and Procedures</u> for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be

reviewed with all staff to ensure full compliance. CONTRACTOR shall provide all Policies and Procedures, in original Microsoft Office file format, to the OCWIB Administrative office by July 16, 2012.

6. Coordination with Business Services Provider

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. Rapid Response Activities shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. <u>Job Listings and Referrals</u> shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. Job Fairs and Hiring Events shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.
- d. <u>Monthly Meetings</u> with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2012.

IV. SPECIAL PROGRAMS

A. Senior Community Service Employment Program (SCSEP)

 Program Description: The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. CONTRACTOR Responsibilities:

- a. Recruit host agencies from cluster related industries;
- b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
- c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
- d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
- e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance;
- f. Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency;
- g. Provide orientation for each participant prior to the first day at the Host Agency;
- h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date;
- Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
- k. Maintain and update participant files and all required documents;
- I. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
- m.Coordinate with WIA related activities including, but are not limited to, coencolment in WIA programs and job development activities;
- n. Meet or exceed all performance outcomes as stated in Exhibit C;
- Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
- p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system;
- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

B. CalWORKs Welfare-to-Work (WTW) Employment Services Program

- 1. <u>Program Description:</u> The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WTW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.
 - a. On-the Job Training (OJT) is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.
 - b. Work Experience (WEX) is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.
 - c. <u>Population to be Served:</u> The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:
 - i. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
 - ii. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
 - iii. Participant continues to meet financial eligibility criteria for the program;
 - iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
 - v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
 - vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

2. CONTRACTOR Responsibilities:

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities:
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite;
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJTWEX Activities. This shall consist of regular contact with both the participant and the employer;
- e. CONTRACTOR shall consult with the WtW Case Manager on a regular basis. Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and
- h. CONTRACTOR shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.

C. VETConnect

 Program Description: The VETConnect program will co-locate services and resources for Veterans with existing barriers to accessing behavioral health, housing, and employment services. Veterans will receive an integrated, holistic approach to services recognizing that medical, basic shelter, food, and job issues impact behavioral health recovery.

2. Contractor Responsibilities:

- a. Provide case management for assigned clients; interview and assess clients to determine eligibility for program services; and conduct orientations concerning program opportunities and services; present related information and materials
- b. Work with Veterans in formulating, coordinating and developing comprehensive housing and/or employment plans and related goals for client services, vocational guidance and job counseling; confer with Veterans regarding housing and/or employment opportunities, forms, work ethics, and vocational skill development.

- **c.** Assess and identify client's supportive service needs and provide referrals to appropriate community organizations and partner agencies.
- d. Assist clients with researching and collecting information related to housing and/or job openings and developing resume and interview skills; assist clients in completing applications and pre-employment paperwork.
- e. Research housing and/or employment opportunities for Veterans. Establish and maintain contact and partnerships with community agencies, landlords, hotels, and employers to facilitate and enhance housing and employment opportunities.
- f. Participate in a variety of promotional, recruitment and outreach activities to facilitate community knowledge of, support for, and participation in employment services; prepare, develop and distribute related informational and promotional materials.
- g. Communicate with personnel, Veterans, local organizations and the public to exchange information and resolve issues or concerns; collaborate with other housing and educational institutions, departments and social services on housing and job development projects; coordinate case management with partner agencies.
- h. Conduct follow-up with employers and Veterans; assure clients are placed in appropriate living situations and/or with appropriate employers; confer with Veteran concerning performance and progress.
- i. Provide job coaching for 90 180 days post-employment to support the Veteran during this transition. Actual duration of assistance will be determined on a case-by-case basis.
- j. Monthly Status Report with information on the types of services provided to clients, number clients served, developed partnerships, and success stories shall be provided to the OCWIB no later than the 10th day after the end of each quarter.

V. PERFORMANCE

- A. <u>Performance Measures:</u> Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. <u>MIS Submission/Reporting:</u> CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04,

State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.

- CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the data reporting system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
- CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
- CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted;
- 4. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
- 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. <u>ITA Vouchers</u> shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 08-OCWDA-15.
- D. <u>Follow-up Forms</u> 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. <u>Supplemental Income:</u> 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. <u>Gaps in Service Delivery:</u> CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.
- F. <u>Corrective Action Plans:</u> Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
 - 1. Technical assistance and assessment of the causes of the low performance;
 - 2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
 - 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
 - 4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

G. Invoices

- 1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
- 2. Invoice templates shall be provided by the OCCR Accounting Department.
- 3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

VI. <u>DELIVERABLES</u>

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

I. COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners [p. 4]	30 days after the date change in service occurred
Revised Operating Agreement with TAA and Adult Education Partner [p. 4]	August 31, 2012
One copy of each Cost Sharing Agreement for Each Partner [p. 4]	September 28, 2012
Schedule of Partner Staff Training [p. 5]	July 31, 2012
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2012
Schedule of Quarterly Manager's Stakeholder Meetings [p. 6]	July 31, 2012
One-Stop Center Activities Reports [p. 6]	10th day after the end of each month
One-Stop Tour Script [p. 6]	July 31, 2012
II. SERVICE STANDARDS	Due Date
Manager In Charge and Holiday Staffing Schedule [p. 7]	December 31, 2012
Original working files of all marketing materials [p. 11]	July 31, 2012
Monthly Verification of all Internal Monitoring [p. 11]	Upon Request
Customer Satisfaction Survey Report [p. 13]	Quarterly
Three (3) Testimonials from Program Participants [p. 13]	Quarterly
Organizational Chart Update [p. 13]	July 31, 2012

Telephone Directory [p. 14]	July 31, 2012
Physical Floor Plan [p. 14]	July 31, 2012
III. SERVICE DELIVERY	Due Date
Recruitment Plan [p. 16]	August 31, 2012
Informational Workshop Curricula [p. 18]	July 31, 2012
Master Workshop and Events Calendar [p. 19]	Last day of the preceding month
Universal Services Monthly Reports [p. 19]	10th day after the end of each month
List of Comprehensive Assessment Tools [p. 20]	July 16, 2012
Customer Flow Chart [p. 23]	July 31, 2012
Internal Policies and Procedures [p. 24]	July 16, 2012
List of Scheduled Meetings with Business Services [p. 24]	July 31, 2012
IV. SPECIAL PROGRAMS	Due Date
SCSEP Payroll Spreadsheets [p. 25]	Bi-monthly, per established schedule
OJT/WEX Status Report [p. 27]	10th day after the end of each month
VETConnect Monthly Status Report [p. 28]	10th day after the end of each month
V. PERFORMANCE	Due Date
MIS Forms [p. 29]	As specified by OCWIB Policy
TA Vouchers [p. 29]	As specified by OCWIB Policy
Follow Up Forms [p. 29]	As specified by OCWIB Policy
Supplemental Data, as applicable [p. 29]	As Specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 29]	As directed by OCWIB Staff
nvoices [p. 30]	20 th of each month

CCCD, One-Stop Center - Northern Region WIA PERFORMANCE Disadvantaged Adult Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not

	Lange and publications	-		Company						(o exceed 1	0% of the ann	uai plan	
LUNGTONITETTO	ELEVICIONE SE SECONOCIAMENTOS DE LICENOCIAMENTOS								FOURTH QUARTER THE				
	දසා	(C)	CO.	COND	ಯಾಣ	OC.	CD(D)	القاشية	CTSE	(DED)	O:TO	G:ED	
A. New Enrollments	30	60	90	105	120	135	157	180	203	211	219	ODE .	
	200	200	200	200	200	200	200	200	200	200		225 200	
C. Total Enrollments (A+B=C)	230	260	290	305	320	335	357		403	411	419	425	

SERVICE COLLON PUBLISHED STRUCTURE OF THE	<u>Č</u> 30	م الم	6 -70	Cext2	(Lor,512)	Decial	රකුණ	ගයා	Cag	AC-00	(C) (D)	C=10
A. WIA Registered Core Enrollments	230	260	290	305	320	335	357	380	403	411	419	405
B. WIA intensive Enrollments	161	182	203	214	224	235	250	266	282	288	293	425 298
C. WIA Training Enrothments	69	78	87	92	96	101	107	114	121	123		128

H OUANTERLY EDURER CHILLICE					The same of the	GP 24 THE PARTY OF	[春秋英元][1]					
INDANIO SESSECTION DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION DEL CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTION DE LA CONTRACTI	೧೯೩೦	(A-0-12)	20p:12	C 3312	Correction (Correction Correction	D⇔£	£200	COMP.	2.50	(C)	CT O	7-57
A. Total Exits	16	33	50	56	83	100	116	100				
A. 1. Exits of Carryovers from PY 2011-12	16	33	50	66	83	100		133	150	164	179	193
A. 2. Exits of New Enrollments of PY 2012-13	0	0	0	- 30	- 00	100	116	133	150	157	164	170
B. Entry into Unsubsidized Employment				· ·		<u> </u>	0	0	0	7	15	23
B≆(A)*(.755) Q1 after exit C. Retention in Unsubsidized Employment at six	12	25	38	50	63	76	88	100	113	124	135	145
months 2	}										100	145
C=B*(.815) O2 and Q3 after exit	10	20	31	41	51	-						
D. Average Earnings in six months a (\$15,000)				71		62	71	82	92	101	110	118
						\$15,	000					

¹ The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

PY2012-13 CCN Performance

² The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit. 3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	laged Adult Program
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/12 to 06/30/13
Aduit Po	erformance Measures
Entered Employment Rate	10/01/11 to 09/30/12
Employment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

CCCD, One-Stop Center - Northern Region WIA PERFORMANCE Dislocated Worker Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not

	Later was an		The section of				<u></u>			to exceed 1	O ^c o of the annu	jai plan
L WA ENROLL MEITS	E ESPANSOS F II	POLCHAKI		经第20 0	OND OUA!	四	Take the	WRD QUART		建制線 FOL	RTHQUAR	I ER
	2 July 12 M	PAGE 12 #	系 Sep _12差	Oct-12	Nov. 12 1	Dec-12 4	:disable	I CEXCELL				(Sep. 13 %
A. New Enrollments	65	131	197	230	262	294	343					
B. WIA Carryovers from PY 2011-12	363	262					343	392	442	459	475	491
C. Total Enrollments (A+B=C)		363	363	363	363	363	363	363	363	363	363	363
O. TOWN CHICAGON (NYOEV)	428	494	560	593	625	657	706	706	805	822	838	854

LITOTALWA EMPOLLMENTS IN PROCESANT SERVICE COMPONENTS	CSI	CC TD	8ap-12	Oct 12	Nov 12	0.0	Jan 13 a	5 2 20		Δ.::	(uerio)	00
A. WIA Registered Core Enrollments B. WIA Intensive Enrollments		494	560	593	625	657	706	706	805	822	838	854
C. WIA Training Enrollments	300 128	346 148	392			460	494	494	564	575	587	598
	120		168	178	188	197	212	212	242	247	251	256

E-QUARTERLY EXTIPERFORMANCE NDICATORS	QU:12	A-12	Sep 12	GG-12	Nov-12	Pec 12		- Sv. CO			6	
A. Total Exits	30					No. of the last		2		451	100	10
A. 1. Exits of Carryovers from PY 2011-12		60	91	131	161	182	202	237	272	300	312	358
A. 2. Exits of New Enrollments of PY 2012-13	30	60	91	131	161	182	202	237	272	284	296	309
3. Entry into Unsubsidized Employment 1	0	0	0	0	0	0	0	0	0	16	16	
B=(A)*(.79) Q1 after exit	24	47	72	103	127	143	400					49
. Retention in Unsubsidized Employment at six months 2					127	(43	160	187	215	237	246	283
C=B*(.835) O2 and Q3 after exit	20	40	60	86	106	120	400	4				
). Average Earnings in six months 3 (\$16,700)					.00	\$16,	133 700	156	180	198	206	236

¹ The Performance Standard for this measure is 79% of participants who exit must be placed to the 1st quarter after exit.

PY2012-13 CCN Performance

² The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit. 3 The Parformance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

Dislocated W	orker Program
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/12 to 06/30/13
Dislocated Wo	rker Performance Measures
Entered Employment Rate	10/01/11 to 09/30/12
Employment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

PY2012-13 CCN Performance

CCCD, One-Stop Center - Northern Region WIA PERFORMANCE SSA-OJT/WEX, PY 2012-13

Cumulative, July 2012 to June 2013

I. WIA ENROLLMENTS	FIR		FIRST QUARTER		SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
L WIA ENROLLMEN!S	.juj-12	Aug-12	Sep-12	Ost-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	TOTAL
A. New Enrollments	5	10	19	28	36	44	47	51	58	64	64	64	64
On-the-Job Training (OJT)	1	2	4	6	8	9	10	11	13	14	14	14	14
Work Experience (WEX)	4	8	15	22	28	35	37	40	45	50	50	50	50
B. WIA Carryovers from Prior Program Year	15	15	15	15	15	15	15	15	15	15	15	15	15
On-the-Job Training (OJT)	0	0	o	0	0	Q	n	0	0	2		13	<i>a</i>
Work Experience (WEX)	15	15	15	15	15	15	15	15	15	15	15	15	15
C. Total Enrollments (A+B=C)	20	25	34	43	51	59	62	66	73	79	79	79	79

L QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jen-13	Feb-13	Mar-13	Apr-13	May-13	Jum-13	TOTAL
A. Completions	3	7	10	13	16	20	24	27	30	33		45	
On-the-Job Training (OJT)	0	0	1	1	2	3	4	5			36	40	40
Work Experience (WEX)	3	7	9	12	14	18	20		5	5	6	7	7
. Total Exits	5	13	19	25	32			23	25	28	30	33	33
On-the-Job Training (OJT)	0	0	2	2	32	40	47	54	60	65	71	79	79
Work Experience (WEX)	5	.13	17		4	5	7	9	10	10	11	14	14
2. Entered Employment	1	4		23	28	35	40	45	50	<i>5</i> 5	60	6 5	65
On-the-Job Training (OJT)	0	0	5	8	11	12	15	17	18	21	24	24	24
Work Experience (WEX)	1		0	1	2	2	3	3	3	4	4	4	4
. Average Wage	20.50	4	5		9	10	12	14	15	17	20	20	20
On-the-Job Training (OJT)	\$8.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$ 9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
	\$0.00	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Work Experience (WEX)	\$ 8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50

PY2012-13 CCN SSA-OJT/WEX Performance

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2012-13
Coast Community College District,
One-Stop Center – Northern Region

	One-Stop Center - Northern Region	
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

	ADDITIONAL PERFORMANCE MEASURES/GOALS	
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2012
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies	As prescribed by the state
	ACSI (American Customer Satisfaction Index)	

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	1	Bı	udget	
l .	Dislocated Worker	Core	Intensive	Training	Total
	Allocation Percentage	44%	44%	12%	100%
	Operations Activities:				
s	Salaries	74,199	273,554	348,160	\$695,913.00
₩.	Benefits	35,509	116,301	148,019	\$299,829.00
PROGRAM	Facilities*	125,218	125,218	34,150	\$284,586.00
Ĕ	Lease Termination	68,690	68,690	18,734	\$156,114.00
	Communications**	13,683	13,683	3,732	\$31,098.00
ĺ	Equipment***				\$0.00
	Supplies****	24,596	24,596	6,708	\$55,900.00
	Travel/Mileage	1,672	1,672	456	\$3,800.00
	Sub-Contractor	1,540	1,540	420	\$3,500.00
	Other	12,540	12,540	3,420	\$28,500.00
	Operations Related Activities Subtotal	\$ 357,647.00	\$ 637,794.00	\$ 563,7 9 9.00	\$ 1,559,240.00
	Direct Client Related Activities:				
	Participant Wages and Benefits				\$0.00
	Employer Reimbursement-OJT/CT			30,000	\$30,000.00
	Participant Supportive Services				\$0.00
	Other Participant Activites				\$0.00
	Other:	·			\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$ 0. 0 0	\$30,000.00	\$30,000.00
	Program Subtotal	\$357,647.00	\$637,794.00	\$593,799.00	\$1,589,240.00
	Administration:				•
δ	Salaries		1,608	453	2,061
\\	Benefits		761	214	975
買	Profit		i		-
<u>z</u>	Indirect	20,999	20,999	5,726	47,724
ADMINISTRATION	Administration Subtotal	\$ 20,999.00	23,368	6,393	50,760
_₹[Grand Total	\$378,646.00	\$661,162.00	\$600,192.00	\$1,640,000.00

- Facilities = Rent, Maintenance, Utilities, Insurance, IT services Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

_	PROGRAM NAME:		MIST QUARTE	R	Q.	COND QUART	ED															
	Distocated Worker	8.30%		8.30%					HEND QUANTIE		70	DURTH QUART	ER	TOTAL								
	Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12		0,00,7	0.00 /		8.30%											
	Operations Activities:					1929-12	Dec-12	Jen-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13									
₹	Salaries	57,993	57,993	57 .99 3	F7 004		[
Š	Benefits	24,986	24,986	24,986	57,993	57 ,993	57,993	57 ,99 3	57,993	57,993	57,993	57,993	57,990	595,91								
፩	Facilities*	23,716	23,716	23,716	24,988	24,986	24,988	24, 98 6	24,986	24,986	24,986	24,986	24,983	299.82								
Σ	Lease Termination		1.0,710	23,710	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,710									
	Communications**	2,592	2,592	2,592								20,770	156,114	,,,,,								
	Equipment***	2,002	2,392	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,586	156,11								
	Supplies****	4,658	4.658						ŀ]	1	2,002	2,000	31,09								
	Travel/Mileage	4,000	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4.658	4,659	4,658										
	Sub-Contractor			760	380	760	570	:	380	380	.,	4,030	4,662	55,90								
	Other			700	350	700	525		350	350			570	3,80								
	Operations Related Activities Subtotal	442.046		5,700	2,850	5,700	4,275		2,850	2,850			525	3,50								
	Direct Client Related Activities:	113,945	113,945	121,105	117,525	121,105	119,315	113,945	117,525	117,525	113.945	113,945	4,275	28 50								
	Participant Wages and Benefits										710,545	7/3,943	275,415	1,550,24								
	Employer Reimbursement-OJT/CT										Į.	f I		:								
	Participant Supportive Services	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2.500	2,500			
	Other Participant Activities					·	,		2,500	2,500	2,500	2,500	\$2,500,00	30,00								
	Other:											1										
											i											
	Direct Client Related Activities Subtotal	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500,00	\$2,500,00	\$2,500,00											
	Program Subtotal	\$116,445.00	\$116,445.00	\$123,605.00	\$120,025.00	\$123,605.00	\$121,815.00		\$120,025.00			\$2,500.00	\$2,500.00	\$30,000.00								
	Administration:								***************************************	*120,000	\$118,443.UU	\$118,445.00	\$277,915.00	\$1,589,240.0								
Ž,	Salaries	172	172	172	172	172	172	172	172	470												
NOIL	Benefits	81	81	81	81	81	81	81	81	172	172	172	169	\$2,061.0								
2	Profit	j		l			Ŭ.	61	91	81	81	81	84	\$975.00								
ī	Indirect	3,501	3,501	3,716	3,608	3,716								\$0.00								
Š	Administration Subtotal	\$3,754.00	\$3,754.00	\$3,969.00	\$3,861,00		3,662	3,501	3,608	3,608	3,501	3,501	8,301	\$47,724.0								
9	Grand Total					\$1,969.00	\$3,915.00	\$3,754.00	\$3,861,00	\$3,861.00	\$3,754.00	\$1,754.00	\$8,554.00	\$50,760.00								
_		\$120,199.00	\$120,199.00	\$127,574.00	\$123,886.00	\$127,574.00	\$125,730.00	\$120,199,00	\$123,886.00	\$123 886 00	\$120,199.00	\$100 cm cm		\$1,640,000.00								

Facilties = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions

Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:		Bı	<u>ıdget</u>	. <u>-</u>
	Disadvantaged Adult		Intensive	Training	Total
	Allocation Percentage	45%	44%	11%	100%
	Operations Activities:				
5	Salaries	21,451	137,297	174,742	\$333,490.00
PROGRAM	Benefits	8,885	58,194	74,065	\$141,144.00
ğ	Facilities*	59,976	58,643	14,661	\$133,280.00
Ĕ	Lease Termination	34,098	33,340	8,335	\$75,773.00
_	Communications**	6,360	6,219	1,554	\$14,133.00
İ	Equipment***				\$0.00
	Supplies****	5,850	5,720	1,430	\$13,000.00
	Travel/Mileage	810	792	198	\$1,800.00
	Sub-Contractor	-	-	-	\$0.00
İ	Other	3,914	3,827	956	\$8,697.00
l	Operations Related Activities Subtotal	<i>\$141,344.</i> 00	\$304,032.00	\$275,941.00	\$721,317.00
	Direct Client Related Activities:				
	Participant Wages and Benefits				\$0.00
	Employer Reimbursement-OJT/CT		\$0.00	50,000	\$50,000.00
	Participant Supportive Services				\$0.00
	Other Participant Activites				\$0.00
	Other:	h 1			\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$50,000.00	\$50,000.00
	Program Subtotal	\$141,344.00	\$304,032.00	\$325,941.00	\$77 1,317.00
	Administration:				
Ó	Salaries		835	196	1,031
AT	Benefits		395	93	488
Ĕ	Profit				-]
z z	Indirect	-	10,192	12,972	23,164
ADMINISTRATION	Administration Subtotal	\$0.00	11,422	13,261	24,683
₹	Grand Total	\$141,344.00	\$315,454.00	\$339,202.00	\$796,000.00

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- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	F	INST QUARTE	R	62	COND QUART	ED							
	Disadvantaged Adult	8.30%	8.30%	8.30%					IRD QUARTE		FO	URTH QUART	TER .	TOTAL
_	Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	8.90%		8.30%	8.30%	8.30%	8.30%	100%
_	Operations Activities:					1.07	060-12	Jen-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	** *;
PROGRAM	Salaries	27,791	27,791	27,791	27,791	27,791	27,791		ŀ					
뜐	Benefits	11,762	11,762	11,762	11,762	11,762		27,791	27,791	27,791	27,791	27,791	\$27,789.00	333,490
2	Facilities*	11,107	11,107	11,107	11,107	11,102	11,762	11,762	11,762	11,762	11,762	11,762	\$11,762.00	141,144
Δ.	Lease Termination		,		17,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	\$11,103.00	
	Communications**	1,178	1,178	1,178	1,178	4.470							\$75,773.00	75,773
	Equipment***	_	,,,,,	1,1.0	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	\$1,175.00	14,133
	Supplies****	1.083	1,083	1,083	4 000								0.,,,,,,,,,	14,133
	Travel/Mileage	.,	1,000		1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	\$1,087.00	40.000
	Sub-Contractor			360	180	360	270		180	180		1,455	\$270.00	13,000
	Other				•	-	•		-	_			\$0.00	1 800
	Operations Related Activities Subtotal	52,921		1,739	870	1,739	1,305		870	870			\$1,304.00	
	Direct Client Related Activities:	32,921	52,921	55,020	53,971	55,020	54,496	52,921	53,971	53,971	52,921	52,921	130,263	8,697
	Participant Wages and Benefits	·										00,00	130,263	721,317
	Employer Reimbursement-OJT/CT	440-			j]			
	Participant Supportive Services	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,187	4,167	£4.483.00	
	Other Participant Activites									,,,,,,	4,107	4,167	\$4,163.00	50,000
	Other:	1					j							-
	Direct Client Related Activities Subtotal										j			
	Program Subtotal	\$4,167.00	\$4,167.00	\$4,167.00	\$4,187.00	\$4,167.00	\$4,167.00	\$4,187.00	84,167.00	\$4,167.00	\$4,167.00	\$4,167.00	\$4,163.00	450 400 40
	Administration:	\$57,088.00	\$57,088.00	\$59,167.00	\$58,138.00	\$59,157.00	\$58,683.00	\$57,088.00	\$58,138.00	\$39,138.00	\$57,088.00		\$134,428.00	\$50,000.00
	Salaries	ļ										937,000.00	\$137.CE.00	\$771,317.00
₹	Benefits	86	B6	86	86	86	86	86	86	88	86	86		4.5
Ē		41	41	41	41	41	41	41	41	41	41	41	85	\$1,031.00
2	Profit	1					i		''	""	*'	41	37	\$488.00
S	Indirect	1,716	1,716	1,779	1,748	1,779	1,764	1,716	17/0	4			ĺ	\$0.00
1	Administration Subtotal	\$1,843.00	\$1,843.00	\$1,906.00	\$1,875.00	\$1,906.00			1,748	1,748	1,718	1,716	4,018	\$23,164.00
3	Grand Yotal	\$58,931,00					\$1,891.00	\$1,843.00	\$1,875.00	\$1,875.00	\$1,843.00	\$1,843.00	\$4,140.00	\$24,683.00
		*30,531,00	\$58,931.00	\$81,093.00	\$60,013.00	\$61,093.00	\$60,554.00	\$58,931.00	\$60,013.00	\$60,013.00	\$58,931.00	\$58,931.00	\$138,566.00	\$796,000.00

Facifities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	I	Bu	ıdget	
	Adult/OJT/WEX	Core	Intensive	Training	Total
	Allocation Percentage	45%	44%	11%	100%
	Operations Activities:				
5	Salaries		23,447	29,842	\$53,289.00
PROGRAM	Benefits		7,495	9,539	\$17,034.00
ပြု	Facilities*	5,399	5,279	1,319	\$11,997.00
Œ	Lease Termination				\$0.00
	Communications**	1,550	1,516	379	\$3,445.00
	Equipment***				\$0.00
	Supplies****	2,610	2,552	638	\$5,800.00
	Travel/Mileage	810	792	198	\$1,800.00
	Sub-Contractor			[\$0.00
	Other	1,575	1,540	385	\$3,500.00
	Operations Related Activities Subtotal	\$11,944.00	\$42,621.00	\$42,300.00	\$96,865.00
	Direct Client Related Activities:		ļ	ļ	
	Participant Wages and Benefits			Ì	\$0.00
	Employer Reimbursement-OJT/CT				\$0.00
	Participant Supportive Services			1	\$0.00
	Other Participant Activites				\$0.00
	Other:		.,		\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
	Program Subtotal	\$11,944.00	\$42,621.00	\$42,300.00	\$96,865.00
	Administration:	·	·		
Ó	Salaries	ļ	157	36	193
A	Benefits	ļ	74	18	92
띩	Profit	ļ			-
ž	Indirect	1,283	1,254	313	2,850
ADMINISTRATION	Administration Subtotal	\$1,283.00	1,485	367	3,135
₹	Grand Total	\$13,227.00	\$44,106.00	\$42,667.00	\$100,000.00

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- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

-	PROGRAM NAME:	A	HST QUARTER		Q.E.	COND QUART								
	Adult/OJT/WEX	8.30%	8,30%	6.30%	8.30%	8.30%			UND QUARTE		FO	UNTH QUART	EA	TOTAL
	Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	8.30%	8,30%		8.30%	8.30%	8.30%	8.30%	100%
	Operations Activities:				OCETZ	NOV-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
₹	Salaries	4,441	4,441	!		Į								
PROGRAM	Benefits	1,420	1,420	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	\$4,438.00	
Ö	Facilities*	1,000		1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	\$1,414.00	53,289
	Lease Termination	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$997.00	17,034
	Communications**	287		ı		ļ	l		1		,,,,,,	1,000	\$997.00	11,997
	Equipment***	287	287	287	267	287	287	287	287	287	287	287		
	Supplies****	i	Ţ	I	Ī	J			i		207	201	\$288.00	3.445
	Travel/Mileage	483	483	483	483	483	483	483	483	483	483	455		
	Sub-Contractor	- 1	ł	360	180	360	270		180	180	****	483	\$487.00	5,800
	Other	ļ		1			į						\$270.00	1,800
	Operations Related Activities Subtotal			700	350	700	525		350	350	ł	I		,
	Direct Client Related Activities:	7,631	7,631	8,691	8,161	8,691	8,426	7.631	8,181	8,161	7.531		\$525.00	3 ,500
	Participant Wages and Benefits	ļ		į	l						7,537	7,831	8,419	98,865
				1			Ī		·	İ		ł	- 1	
	Employer Reimbursement-OJT/CT	- 1	ļ	ł			ı		Ī	· · · · · · · · · · · · · · · · · · ·	· .			•
	Participant Supportive Services		}	1			ı		1	1	į	Į.	ı	
	Other Participant Activities	- 1		1	i	- 1	i	<i>'</i>	I	i	- 1	ŀ	1	•
	Other:			1		f	l l		}	l l	1	ļ	ł	
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
	Program Subtotal	\$7,831.00	\$7,631.00	\$8,691,00	\$8,161.00	\$8,691.00	\$8,428.00	\$7,631.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Administration:				40,000	75,551.55	40,410.00	97,631.00	\$8,161.00	\$8,161.00	\$7,831.00	\$7,831.00	\$8,419.00	\$95,865.00
z	Salaries	16	16	16	16	18			- 1	ŀ			1	
ĕ	Benefits	al			'6	101	16	16	16 }	16	16	16	17	\$193.00
₹	Profit	٦	~	°I	°	8 1	* I	8	8 (8	8	в	4	\$92.00
STRATION	Indirect	230			1	1	ı		ļ	- 1	ļ	I	i	\$0.00
Ê	Administration Subtotal		230	261	246	261	254	230	246	248	230	230	186	\$2,850.00
蓍		\$254.00	\$254.00	\$285.00	\$270.00	\$285.00	\$278.00	\$254.00	\$270.00	\$270.00	\$254.00	\$254.00	\$207.00	\$3,135.00
	Grand Total	\$7,885.00	1										T-7/200	, I33.UU

Facilities ≃ Rent, Maintenance, Utilities, Insurance, IT services
Communications ≃ Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions

Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:		Budget	
	SSA/OJT/WEX	<u> </u>	WEX	Total
	Allocation Percentage	22%	78%	100%
	Operations Activities:			· · · · · · · · · · · · · · · · · · ·
I≊	Salaries	9,240	32,760	\$42,000.00
PROGRAM	Benefits	4,158	14,742	\$18,900.00
8	Facilities*	2,767	9,808	\$12,575.00
E .	Lease Termination			
	Communications**	154	546	\$700.00
l	Equipment***			\$0.00
	Supplies****	198	702	\$900.00
	Travel/Mileage	88	312	\$400.00
	Sub-Contractor			
	Other	176	624	\$800.00
	Operations Related Activities Subtotal	\$16,781.00	\$59,494.00	<i>\$76,275.00</i>
	Direct Client Related Activities:			÷ .
	Participant Wages and Benefits		113,664	\$113,664.00
	Employer Reimbursement-OJT/CT	19,840		\$19,840.00
	Participant Supportive Services			\$0.00
	Other Participant Activites			\$0.00
	Other:			\$0.00
	Direct Client Related Activities Subtotal	\$19,840.00	\$113,664.00	\$133,504.00
	Program Subtotal	\$36,621.00	\$173,158.00	\$209,779.00
_	Administration:			
<u></u>	Salaries			-
¥	Benefits			-
띭	Profit	1	Ī	-
	Indirect	1,369	4,852	6,221
ADMINISTRATION	Administration Subtotal	\$1,369.00	4,852	6,221
¥	Grand Total	\$37,990.00	\$178,010.00	\$216,000.00

- * Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- *** Equipment purchases must be pre-approved by the County
- **** Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

OGRAM NAME:	F	HET QUARTE	R	Q.F	COND QUART								
SSA/OJT/WEX	8.30%	8.30%	8,30%		8.30%			HID QUARTE		FO	WATH QUAR	ER	TOTAL
Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12		8.30%	3.00	8.30%	8.30%	8.30%		100%
erations Activities:				OCFIZ	MOY-12	Dec-12	Jen-13	Feb-13	Mor-13	Apr-13	May-13	Jun 13	10071
aries .	3,500	3,500	3,500]	·						
nefits	1,575	1,575		3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	\$3,500,00	
alties*	1,048	1,048	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	\$1,575.00	42,0
se Termination	1,040	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1.048	1,048	1,048		18,9
nmunications**	58							l i	,,,,,	7,040	1,040	\$1,047.00	12,5
ipment***	58	58	58	58	58	58	58	58	58	58			
pplies****									- "	36	58	\$62.00	7
ve/Mileage	75	75	75	75	75	75	75	75	75				
-Contractor		[80	40	80	60	, ,	40	/\$ 40	75	75	\$75,00	9
her									. **			\$60.00	4
erations Related Activities Subtotal			160	80	160	120		80				ł	
	6,256	6,256	8,496	6,378	6,496	6.436	5,256	6.376	80			\$120.00	8
ect Client Related Activities:		Į		-				0,378	5,378	6,256	6,256	5,439	76,2
incipant Wages and Benefits	1		22,733	11,366	22,733	17.050	- 1	11.366					·
nployer Reimbursement-OJT/CT			3,968	1,984	3,968	2,976	i i		11,366			\$17,050.00	113,6
rticipant Supportive Services				.,,	0,000	2,370	i	1,984	1,984			\$2,976.00	19,8
her Participant Activites	1		f				1	ì	•	f			
her:	. 1	1		1		i	I		I	1			
ect Client Related Activities Subtotal	\$0.00	\$0.00	\$25,701.00	\$13,350,00	\$26,701.00	\$20,026,00							
gram Subtotal	\$6,258.00	\$8,256.00	\$33,197.00	\$19,726.00	\$33,197.00		\$0.00		\$13,350.00	\$0.00	\$0.00	\$20,026.00	\$133,504.6
ministration:				315,722.00	\$33,197.00	\$26,462.00	\$6,256.00	\$19,726.00	\$19,726.00	\$6,256.00	\$8,258.00	\$26,465.00	\$200,779.0
aries	į.	1	ŀ		1		ļ						
nefits	1	į		I			1	1	1	}		1	\$0.6
fit					İ		j	- 1	1				\$0.
irect	45-		I	1	1		1	1		Ì			\$0.
•		188	996	592	996	794	188	592	592	188	189	710	
ministration Sudiotal	\$188.00	\$188.00	\$996.00	\$592.00	\$996.00	\$794.00	\$188.00	\$592.00					56,221.
	- 1									T1 TT-100	A (SEE (S)	571000	\$6,221.0
fit ired	ct estration Sublotal	zt <u>188</u>	tt 188 188 sstration Sublotal \$188.00	tt 188 168 996 Instration Sublotal \$188.00 \$188.00 \$996.00	tt 188 188 996 592 sstration Sublotal \$188.00 \$188.00 \$882.00	t 188 188 996 592 996 stration Sublotal \$188.00 \$188.00 \$388.00 \$382.00 \$398.00	t 188 188 996 592 996 794 stration Sublotal \$188.00 \$188.00 \$592.00 \$996.00 \$794.00	t 188 188 996 592 996 794 188 stration Subtotal \$188.00 \$188.00 \$388.00 \$388.00 \$388.00 \$794.00 \$188.00	t 188 188 996 592 996 794 188 592 stration Subtotal \$188.00 \$188.00 \$388.00 \$3890.00 \$794.00 \$188.00 \$382.00	188 188 996 592 996 794 188 592 592 stration Subtotal \$188.00 \$188.00 \$888.00 \$882.00 \$986.00 \$794.00 \$188.00 \$882.00	tt 188 188 996 592 996 794 188 592 592 188 stration Subtotal \$188.00 \$188.00 \$582.00 \$582.00 \$5794.00 \$188.00 \$582.00 \$188.00	188 188 996 592 996 794 188 592 592 188 188 stration Sublotal \$188.00 \$188.00 \$582.00 \$582.00 \$188.00	tt 188 188 996 592 996 794 188 592 592 188 188 719 sstration Sublotal \$188.00 \$188.00 \$582.00 \$986.00 \$794.00 \$188.00 \$582.00 \$188.00 \$188.00 \$794.00

Facilities = Rent, Maintenance, Utilities, Insurance, IT services Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions

Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:		
<u>.</u>	SCSEP		Total
	Allocation Percentage	100%	100%
	Operations Activities:	·	
₹	Salaries	32,238	\$32,238.00
l ₹	Benefits	16,942	\$16,942.00
PROGRAM	Facilities*		\$0.00
Æ	Lease Termination		\$0.00
	Communications**		\$0.00
	Equipment***	:	\$0.00
ļ	Supplies****	320	\$320.00
	Travel/Mileage		\$0.00
	Sub-Contractor		
	Other		\$0.00
	Operations Related Activities Subtotal	\$49,500.00	\$49,500.00
	Direct Client Related Activities:		
	Participant Wages and Benefits		\$0.00
	Employer Reimbursement-OJT/CT		\$0.00
	Participant Supportive Services		\$0.00
	Other Participant Activites		\$0.00
	Other:		\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00
	Program Subtotal	\$49,500.00	\$49,500.00
	Administration:		
<u>S</u>	Salaries	<u> </u>	-
AT	Benefits		-
H	Profit		•
S	Indirect		-
ADMINISTRATION	Administration Subtotal	-	-
A	Grand Total	\$49,500.00	\$49,500.00

- * Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- ** Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- *** Equipment purchases must be pre-approved by the County
- **** Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	PI	RST QUARTER		SE.	COND QUART	ra T							
	SCSEP	8.30%	8,30%	8.30%	8.30%	8.30%			RD QUARTE			URTH QUART	ER .	TOTAL.
	Allocation Percentage	Jul-12	Aug-12	Sep-12	Oet-12	Nov-12	Dec-12	8.30%		8.30%	8.30%	8.20%	8.30%	
	Operations Activities:	, , , ,		- /	74.12	1001-15	U99-12	Jen-13	Feb-13	Mer-13	Apr-13	May-13	Jun-13	F 2 18 22 75
Æ	Salaries	2,687	2,687	2,687	2,687						• • • • • • • • • • • • • • • • • • •			
멾	Benefits	1,412	1,412	1,412		2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,681	32,23
PROG	Facilities*	,,,_	.,	1,416	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,410	16,94
ď	Lease Termination	1	j		į		}	!	İ	ŀ			.,,	10,3%
	Communications**	1								l l				
	Equipment***	ĺ	I		j]			ŀ		1		
	Supplies****	1	1	1	[1		I				•
	Travel/Mileage	i	l	- 1	ĺ		1	64	l		96		160	
	Sub-Contractor	1	ł		[! !		1			1	190	326
	Other	l		1	1] }	1	l		1	- 1	- 1	
	Operations Related Activities Subtotal								- 1			1	ĺ	
	Direct Client Related Activities:	4,099	4,099	4,099	4,099	4,099	4,099	4,163	4,099	4,099	4,195	4,099		
	Participant Wages and Benefits	1	ŀ	ļ	İ						- 4,750	4,030	4,251	49,500
	Employer Reimbursement-OJT/CT	1	1	ı	l		I		1	t		·]	• • • • • • • • • • • • • • • • • • • •	
			1	1	j		1		1	- 1]	ſ	-
	Participant Supportive Services	- 1		- 1	1]	1	- 1		ľ		•
	Other Participant Activities	.		1				!	I	i		ŀ	1	-
	Other:			1			į į	I	ĺ	- 1	- 1	Į.		-
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	Program Subtotal	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,163.00	\$4,099.00	\$4,099.00	\$0.00	\$0.00	\$0.00	\$0.00
j	Administration:			1			. , , , , , , , , , , , , , , , , , , ,	V-11-0-0-0	**,043.00	**************************************	\$4,195.00	\$4,099.00	84,251.00	\$49,500.00
Z	Salaries		ľ	- 1	1		i t	ŀ	Į.	1	Į.			
읩	Benefits			ļ		- 1	Į.		į.	- 1	ľ	ļ	l	\$0.00
STRATION	Profit	ŀ		1					ŀ		ſ	ļ	1	\$0.00
E	Indirect	1		1	ł		ŀ	l	İ	i	J	}	ļ	\$0.00
≝	Administration Subtotal												1	\$0.00
ADMI		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
≪ 1	Grand Total	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,163.00						

Facilities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:		
	VETConnect		Total
	Allocation Percentage	100%	100%
Į	Operations Activities:		
S	Salaries	88,304	\$88,304.00
PROGRAM	Benefits	10,085	\$10,085.00
8	Facilities*		\$0.00
8	Lease Termination		\$0.00
	Communications**	11,600	\$11,600.00
	Equipment***		\$0.00
	Supplies****	10,459	\$10,459.00
	Travel/Mileage	3,500	\$3,500.00
	Sub-Contractor		
	Other	4,505	\$4,505.00
	Operations Related Activities Subtotal	\$128,453.00	\$128,453.00
	Direct Client Related Activities:		,
	Participant Wages and Benefits	j	\$0.00
	Employer Reimbursement-OJT/CT		\$0.00
	Participant Supportive Services		\$0.00
	Other Participant Activites		\$0.00
	Other:		\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00
	Program Subtotal	\$128,453.00	\$128,453.00
_	Administration:		
ğ	Salaries	Ì	-
A	Benefits		-
Ë	Profit	1	-
ij.	Indirect	3,809	3,809
ADMINISTRATION	Administration Subtotal	3,809	3,809
Ą	Grand Total	\$132,262.00	\$132,262.00

- * Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- ** Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- *** Equipment purchases must be pre-approved by the County
- **** Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	R	RST QUARTE	R	QP:	COND QUART								
_	VETConnect	8.30%	8.30%	8.30%	8.30%	8.30%			URD QUARTE		PO	URTH QUART	ER	TOTAL
_	Asocution Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12			5507	8.30%	8.30%			100%
	Operations Activities:				52,12	1001-12	Dec-12	Jen-13	Feb-13	Mar-13	Apr-13	May-15	Jun-13	100%
₹ :	Salaries	7,359	7,359	7,359									04113	
E .	Senafits	840	B40	7,339 840	7,359	7,359	7,359	7,359	7,359	7,359	7,359	7,359		
PROGRAM	Facilities*	-1.0	0-10	040	840	840	840	840	840	840	840	_	7,355	88.
ā	Lease Termination	ļ			}						. ~~`	840	845	10,
	Communications**										!]			
	Equipment***			2,320	2,320			2,320						
	Supplies****							_,			3,480		1,160	11
	TraveVMileage			2,092	2,092			2,092						
	Sub-Contractor	1		700	700			700			3,138		1,045	10
	Other	ĺ						700			1,050		350	3
	The state of the s			901	901	į		204						
	Operations Related Activities Subtotal	8,199	8,199	14,212	14,212	8,199	8.199	901			1,352		450	4
	Direct Client Related Activities:	1				U, 123	6,133	14,212	8,199	2,199	17,219	4,199	11,205	128
1	Participant Wages and Benefits	I	- 1		1					,				
	Employer Reimbursement-OJT/CT	1	I		İ		j				i i	1	1	
	Participant Supportive Services	1			1	1	1		•		i			
	Other Participant Activites	İ	I		ı	- 1	1			:	•			
	Other:		- 1		I		1		. 1			i	ļ.	
Į	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$0.00									ŀ	
_ [Program Subtotal	\$8,199.00	\$8,199.00	\$14,212.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2
7	Administration:		50,153.00	\$14,212.00	\$14,212.00	\$8,199.00	\$8,199.00	\$14,212.00	\$9,199.00	\$8,199.00	\$17,219.00	\$8,199,00	\$11,205.00	
_	Salaries	İ	[j	ļ	į							***********	\$128,45
힐	Benefits	I	J	ł	1		1	1	ļ	1	† †	t		
Ę١	Profit	ł	į	ĺ	1		ł	į	İ				l	\$(
٤l		}	į	I	- 1				i	j			j	\$(
₽Ì	Indirect	246	246	426	426	246	246	426				i	4	\$1
ş١	Administration Subtotal	\$246.00	\$246.00	\$426.00	\$426.00	\$245.00	\$248.00	\$426.00	246	246	517	248	292	\$3,80
₹	Grand Total	\$8,445,00	\$8,445.00	\$14,638.00	\$14,638,00				\$244.00	\$246.00	\$517.00	\$246.00	\$282.00	\$3,805
			40,770	\$17,030.JU	a14,538.00	\$8,445.00	\$8,445.00	\$14,638.00	\$8,445.00	\$8,445.00	\$17,736.00	\$8,445.00	\$11,497.00	\$132,262

Facilities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Exhibit E Agreement #16-N-13

Exhibit E DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:
Coast Community College District
The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:
 Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited in the person's o organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
 Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 (a) The dangers of drug abuse in the workplace, (b) The person's or organization's policy of maintaining a drug-free workplace, (c) Any available drug counseling, rehabilitation and employee assistance programs, and (d) Penalties that may be imposed upon employees for drug abuse violations
Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.
CERTIFICATION
the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant ecipient to the above described certification.
Official's Name
Date Executed in the County of Orange
Contractor or Grantee Recipient Signature and Title

Exhibit F Agreement #16-N-13

Exhibit F CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name	 	
Title		
Authorized Signature		

Exhibit F Agreement #16-N-13

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 Agreement #16-N-13

Exhibit G CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

•	
Grantee/Contractor Organization	
Coast Community College District	
Náme	
Title	
Authorized Signature	

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

Exhibit H INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filling 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.
- 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.

Exhibit H Agreement #16-N-13

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352 1. Type of Federal Actions: 2. Status of Federal Actions: Report Type: contract a. bid/offer/application a. initial Illing a, b. grant initial award b. material change b. cooperative agreement C. post-award C. d, loan For material change only: e. loan guarantee Year: loan insurance Quarter: Date of last report: 4. Name and Address of Reporting Entity 5. If Reporting Entity in No. 4 is a Subawardee: Prime Subawardee Enter Name and Address of Prime: Tier_ if known Congressional District, if known: Congressional District, if known: Federal Department / Agency: Federal Program Name/Description 8. Federal Action Number, if known: 9. Award Amount, if known: 10a. Name and Address of Lobbying Entity 10b. Individual Performing Services (if individual, last name, first name, Mi): (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary) Amount of Payment (check all that apply): 13. Type of Payment (check all that apply) retainer a. Actual Planned one-time free 12. Form of Payment (check all that apply): commission C. cash d. contingent fee in-kind: specify: b. e. deferred nature: other specify: value: Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) 14. contacted, for Payment indicated on item 11: 15. Continuation sheet(s) SF-LLL-A attached: 7 Yes No Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a Signature: _ material representation of fact upon which reliance was placed by the Print Name: tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information Title: will be reported to the Congress semiannually and will be available for Telephone No: public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not Date: more than \$100,000 for each such failure.

Exhibit H Agreement #16-N-13

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMS - 0348-0046

Reporting Entity:			
ageof			

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01; 6025-01-C; 7510-01-C; 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

Exhibit I Agreement #16-N-13

Exhibit I DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A.	In the c	se of an individual bidder/proposer, his/her name, date of birth, Social Security number, esidence address:
	Name: _	
	D.O.B.:	Social Security No:
	Residence	Address:
B.	Social Sect	of a bidder/proposer doing business other than as an individual, the name, date of birth rity number, and residence address of each individual who owns an interest of 10 percent ne contracting entity (If no individual owns an interest of 10 percent or more, indicate no
	Name:	
	D.O.B.:	Social Security No:
	Residence	Address:
	Name:	
	D.O.B.:	Social Security No:
	Residence A	ddress:
	Name:	
	D.O.B.:	Social Security No:
	Residence A	ddress:

Exhibit I Agreement #16-N-13

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that <u>Coast Community College District</u> is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name		
Title		
Authorized Signature		

Exhibit J EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name Social Security Number Address Start and expiration dates of Contract Amount of Contract

N/A EXEMPT

First Name & Middle Initial	Last Name	
Social Security No.		<u> </u>
Contract Number	\$ Dollar Value of Contract	·
Start Date	Expiration Date	



Subject: OC Community Resources
Contract Reimbursement Policy

Effective: July 1, 2010 Revised: April 13, 2012

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

REVISION DATE:

April 13, 2012

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
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community
Development and Homeless Prevention Contracts only.

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 and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching

contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

- 1. 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. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
- The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
- 3. Summary of leveraged resources (if applicable)
- 4. Demand letters must contain the following certification (if required by Contract):

"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"

- 5. Grantee Performance Report (if required by Contract)
- 6. Supporting documentation shall be on single-sided sheets
- 7. Please redact employees' Social Security numbers from payroll reports
- 8. 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 92705

Comprehensive Documentation Requirements

in addition to abbreviated documentation, compile and submit:

- 9. Purchase orders, invoices, and receipts
- 10. Cashed checks
- 11. Check register
- 12. Consultant/sub-contractor invoices (with description of services)
- 13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

inquiries may be directed to the following:

- Win Swe: 714-480-6532 or win.swe@occr.ocgov.com
- Cathy Tran: 714-480-6531 or cathy.tran@occr.ocgov.com





STEVE PRANKS

DIRECTOR OC COMMUNITY RESOURCES

> RYAN DRABEK DIRECTOR

OC ANIMAL CARE

KAREN ROPER

DIRECTOR OC COMMUNITY SERVICES

MARK DENNY

DIRECTOR

OC PARKS

HELEN PRIED COUNTY LIBRARIAN OC PUBLIC LIBRARIES

November 22, 2010

MEMORANDUM

TO:

Contractors of the Orange County

Workforce Investment Area

FROM:

DATE:

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



Contractor:

Orange County Workforce Investment Board

Authorized Signature Form

Coast Community College District

The documents identified below required authorized signatures for execution,

po fo th	ersons authorized to sign the or document 2, 3, and 4. No	omplete this form, entering the documents. Please note on otification of any changes in otractor. Changes without pring agreements or payments.	ly one signature is required authorized signatures is
	Document	Print/Type Name	Signature
1.	Contracts and Amendments Over 10% (2 signatures are required if corporation)		
2.	Amendments (within the 10% Provision)		
3.	Budget Line Item Modifications (without total funding increase or decrease)		
4.	Invoices/Vouchers	· · · · · · · · · · · · · · · · · · ·	

Note: Authorized signatures for corporations: Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.

	,



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: ___16-S-13__

CFDA: 17.258 WIA Adult Programs

Funding Agency: Department of Labor

17.278 WIA Dislocated Worker Formula Grants

Funding Agency: Department of Labor

17.261 WIA Pilots, Demonstrations, Research Projects Funding Agency: Department of Labor

17.235 SCSEP Funding Agency: Department of Labor

Attachment 27

Agreement #16-S-13

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THIS WIA Cost Reimbursement Agreement ("AGREEMENT") by and between the County of Orange, hereinafter referred to as "COUNTY", and <u>Coast Community College District.</u> hereinafter referred to as "CONTRACTOR", County and Contractor are sometimes individually referred to as "Party", or collectively referred to as "Parties", consists of fifty-three (53) sections and the following twelve (12) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, K. OC Community Resources Contract Reimbursement Policy, and L. Authorized Signature Form.

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, <u>June 19, 2012</u> 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 <u>two million six hundred forty three thousand five hundred</u> dollars (\$ 2,643,500) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ADMINISTRATION OF AGREEMENT

COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations.

2. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

3. <u>TERM</u>

The effective term of this Agreement shall commence on <u>July 1, 2012</u> and terminate on <u>June 30, 2013</u> subject to the provisions of this Agreement; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained herein.

4. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification WIA Cost Reimbursement Agreement (Mutual Indemnification)

of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

5. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

6. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies as provided herein, constitute grounds for COUNTY to reduce the level of payment otherwise provided of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Except for Section 4 of the Agreement, any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

7. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately

 discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement as provided herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

8. TERMINATION

- (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.
- (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.]

9. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
- (1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of

Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

- (b) All applicable State statutes, regulations, policies, procedures and directives;
- (c) All applicable COUNTY policies, procedures and directives;
- (d) All applicable local ordinances and requirements, including use permits and licensing;
- (e) Court orders applicable to CONTRACTOR'S operations; and
- (f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

10. COMPLIANCE WITH COUNTY WIA POLICIES AND PROCEDURES

CONTRACTOR shall comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment, referral, and internal monitoring of compliance with provisions of this Agreement. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

11. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

12. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", and "C" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of WIA Cost Relimbursement Agreement (Mutual Indemnification)

 California modify any program component and/or service level detailed in Exhibits "A", "B", and/or "C" then the COUNTY shall have the right to unilaterally modify this Agreement to meet such requirements.

(a) CONTRACT ADMINISTRATOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this Agreement, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

- (b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on the Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:
 - (ii) It does not materially change the terms of this Agreement, and
 - (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

13. PARTICIPANTS

- (a) <u>Benefits</u>. 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) <u>Labor Standards</u>. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.
- (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

- (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- (4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- (5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.
- (6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

14. CONFIDENTIALITY

- (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.
- (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.
- (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

15. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

16. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- (a) To maintain Equipment in good working order and condition, except for normal wear and tear.
- (b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- (c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or theft of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to CONTRACT ADMINISTRATOR.
- (d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.
- (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or

activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

17. <u>SATISFACTORY WORK</u>

Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected. COUNTY will notify CONTRACTOR of any deficiencies and will provide technical assistance to CONTRACTOR to make necessary corrections.

18. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

19. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth

20. MODIFICATION OF BUDGET SCHEDULE

(a) Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased WIA Cost Reimbursement Agreement (Mutual Indemnification)

and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

(b) CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

21. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before <u>June 30, 2013</u>, and that any and all funds remaining as of <u>June 30, 2013</u>, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after <u>June 30, 2013</u>. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after <u>July 31, 2013</u>.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2012, 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 two million six hundred forty three thousand five hundred dollars (\$ 2,643,500).

(b) <u>COUNTY Discretion</u>. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

- (c) Advance. Nothwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. ADMINISTRATOR shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (a) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
- (d) <u>Invoices</u>. COUNTY will reimburse CONTRACTOR for eligible project-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on <u>August 1, 2012</u>, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY.

22. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR any and all Program income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

23. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

24. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this

 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

25. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as 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.

26. NO SUPPLANTATION

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall

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not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

EMPLOYEE ELIGIBILITY VERIFICATION 27.

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

ASSIGNMENT 28.

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

29. 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:

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25 26 (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) <u>Costs Charged</u>. 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.

30. 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.

31. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and

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.

to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,

accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this

condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this

Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives

shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on

site monitoring at their discretion. Monitoring activities also may include, but are not limited to,

questioning employees and participants and entering any premises or onto any site in which any of the

services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR

are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc.,

within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be

deemed received upon date of sending. In the event CONTRACTOR does not make the above

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

32. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

33. MUTUAL INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.

- (a) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
- (b) If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

34. **INSURANCE**

(a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

- (b) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.
- (c) Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).
- (d) The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the State of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.
- (e) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad	\$1,000,000 combined single limit
Form Property Damage	per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

- (f) Required Endorsements: The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:
- (1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees,

agents as Additional Insureds. The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

- (2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.
- (3) All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their employment or appointment.
- (4) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
- (g) All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.
- (h) The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- (i) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this

Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

- (j) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.
- (k) County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
- (I) County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
- (m) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

35. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

36. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

- (1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion

pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, 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) <u>Patent Rights</u>. 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) <u>Third-Party Intellectual Property</u>. 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.

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(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.
- (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the

effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

- (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- (i) <u>Survival</u>. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

37. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

38. STANDARDS OF CONDUCT

- (a) <u>General Assurance</u>. 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) <u>Conducting Business Involving Relatives</u>. 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) <u>Conducting Business Involving Close Personal Friends and Associates</u>. 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

business or organization which the member directly represents.

39. SWEATFREE CODE OF CONDUCT

All CONTRACTORS contracting for the programment or loundering of anneal government.

represents) or vote on any matter which would provide direct financial benefit to that member or any

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.

40. <u>DRUG FREE WORKPLACE</u>

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

41. **DEBARMENT**

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

42. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

43. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

44. LOBBYING

- (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.
- (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

45, DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a

 copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with Exhibits A - K, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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COUNTY:

OC Community Resources

OC Community Services / Community Investment Division

1300 South Grand Avenue

Building "B"

Santa Ana, California 92705

CONTRACTOR:

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

Agreement #16-S-13

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

	"COUNTY OF ORANGE a political Subdivision of the State of California"
Dated:	By: Steve Franks Director, OC Community Resources
	"CONTRACTOR"* Coast Community College District
Dated:	Ву:
	Title:

^{*[}Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

GENERAL PROGRAM REQUIREMENTS

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 - 1. Workforce Investment Act
 - a. Workforce Investment Act of 1998
 - 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, 3662.100)

- c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
- d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. Employer Services that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. Universal access for all job seekers to a core set of career decision-making and job search tools:
- E. Increase accountability of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. State and local flexibility to ensure that delivery systems are responsive to the needs of individual communities; and
- G. Strong role for local boards and the private sector to impact the design and operation of delivery systems.

STATEMENT OF WORK (Program Year 2012-2013)

I. COORDINATION

A. General Overview

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults, Dislocated Workers, and other designated special populations. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

California Workforce Services Network (CWSN) is a web-based fully integrated system that will support the administration of the Workforce Investment Act and Wagner-Peyser programs. CWSN will replace the existing Job Training Automation (JTA) and CalJOBs systems. CONTRACTOR will be required to use CWSN, at minimum, for recording and tracking job seeker and employer services and activities. The implementation of CWSN is scheduled for September 24, 2012.

CONTRACTOR will be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CWSN:

System	Hardware Required	Software Required	Connectivity
Client Workstation	Processor: PIII or higher	Microsoft Windows 2000	Minimum: 56 kbps
	Memory: 128 megabytes	/ Microsoft Window XP /	Recommended:

	(MB) or RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Recommended: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher	Dedicated broadband or higher speed access, 380k or higher
Staff Workstation	Processor: PIII or higher Memory: 128 MB for RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	OS: Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Browser: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher / Safari JAWS for Windows software for visually impaired access (optional)	Minimum: Dedicated broadband or higher speed access, 380Kbps or higher

B. Service Delivery Area

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

- 1. <u>Services in the Northern Region</u> shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.
 - a. Services shall also be offered through a <u>satellite location</u> at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator.
- 2. Services in the Southern Region shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

3. Services at the Joint Forces Training Base (JFTB), located at 11200 Lexingtor Drive, Los Alamitos, CA 90720 (Building 244) shall be offered to all Veterans enrolled in Adult, Dislocated Worker, or Discretionary programs.

C. One-Stop Operator Responsibilities with Partners

1. Mandated Partners

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WTW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA Title I)
- Small Business Development Centers
- 2. <u>Operating Agreements</u> shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- **b.** A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;
- **c.** The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS/CWSN, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- f. A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

CONTRACTOR shall submit revised Operating Agreements to the OCWIB for the (1) Trade Adjustment Assistance and the (2) Adult Education and Literacy Programs by August 31, 2012. The revised Agreements shall demonstrate how enhanced training opportunities will be provided through these partnerships. For all other Operating Agreements, if a change in service provision occurs during the program year, CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.

3. <u>Cost Sharing Agreements</u> shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 28, 2012. Cost Sharing Agreements shall be submitted on an annual basis.

4. Non-Mandated (Voluntary) Partners shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private

workforce system investments targeting identified industry clusters and high growtly jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies
- 5. Partner Staff Training shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, CWSN system and the identification of common resources. Contractor shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2012.
- 6. Quarterly Partner Meetings shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.

- 7. Manager's Stakeholder Meetings with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.
- 8. One-Stop Center Monthly Activities Report shall include a summary of all noteworthy activities including attendance at meetings internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.
- 9. One-Stop Tours shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. CONTRACTOR shall submit an updated tour script to the OCWIB Administrative office by July 31, 2012, and thereafter whenever new partners, programs and/or services are added.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. Operational hours shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with colocated partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays. Workshops and other activities shall also be scheduled during these hours.

Hours of C	peration
Monday – Friday	8:00 a.m 5:00 p.m.
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

2. <u>Holiday operation schedules</u> shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County Holidays					
Independence Day	Christmas Day				
Labor Day	New Year's Day				
Columbus Day	Martin Luther King Jr. Day				
Veteran's Day Observed	Lincoln's Day				
Thanksgiving Day	President's Day				
Day after Thanksgiving	Memorial Day				

3. A Manager-in Charge (MIC) must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2012.

B. General Staffing Requirements

- 1. There shall be the requisite number of staff hired by the CONTRACTOR and approved by the OCWIB to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval. All positions (including regular, hourly, temporary, or extra help) must be approved.
- 2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
- 3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.
- 4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.

5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified bilingual staff in public contact positions' and translate documents explaining available services in their clients' language.

C. Workforce Professional Staffing Requirements

- 1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
- 2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, CWSN, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
- 3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
- 4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
 - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
 - **b.** Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
 - **c.** Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - d. Develop a CWSN resume for every enrolled participant;
 - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
 - f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
 - g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30);

- h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
- i. Develop relationships with all training providers;
- j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
- **k.** Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
- I. Provide job development and assist participants in job placement:
- m.Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
- n. Utilize CWSN for documenting job seeker and employer services and activities.
- 5. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

D. Caseload Requirements

- 1. CONTRACTOR shall maintain caseloads at no less than 90 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
- Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

3. Carry-ins

- a. Of the WIA participants carried forward from the previous contract term (PY 2011-12), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2013. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2013.
- b. CONTRACTOR may carry forward to PY 2013-14 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than two (2) consecutive years.

E. Website

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. The website shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

F. Communication, Distributed Material, and Postings

- 1. All outreach and recruitment materials shall be submitted to the OCWIB Administrative office for approval. All published material shall promote the Orange County One Stop System. CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
- 2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- 3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
- 4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
- 5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
- 6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD10-1, 10-OCWDA--08]

CONTRACTOR shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:
'If you need special assistance to participate in this (meeting, workshop, etc.), call Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

- 7. CONTRACTOR shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA—08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].
- 8. Original working files of all current marketing and collateral materials must be submitted to the OCWIB no later than July 31, 2012. All future working files shall be submitted upon final approval by the OCWIB.

G. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, including CWSN electronic files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

- 1. CONTRACTOR shall review ten percent (10%) of the active caseload on a monthly basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Following the completion of each internal monitoring, CONTRACTOR shall verify completed reviews, maintain a list of those files reviewed, and be able to produce the same upon request by the OCWIB Administrative office.
- CONTRACTOR shall adopt a performance evaluation system that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.

3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

H. <u>Documentation and File Maintenance</u>

- 1. <u>Case Files</u> shall be maintained for every enrolled participant. At a minimum, the case file and CWSN electronic file, as applicable, shall include documentation of the following:
 - Program eligibility/determination of need;
 - Participant signature evidence of EO and programmatic grievance forms
 - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
 - All MIS forms as outlined in Section V of this Exhibit;
 - Initial and/or Comprehensive Assessments, as applicable;
 - IEP, including all updates of services provided and completed;
 - Completed resume within three weeks of IEP;
 - Approved ITA voucher (if applicable);
 - Progress reports, time and attendance if receiving WIA funded training.
 For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
 - Printed case management notes showing provision of all substantial services provided.
- 2. Confidential Information relating to services received by WIA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
- 3. <u>Security:</u> CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

I. <u>Customer Service and Client Satisfaction</u>

 CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 04-OCWDA-22. Surveys shall be available throughout the Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.

- 2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
- 3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
- 4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
- 5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
- 6. CONTRACTOR shall provide a quarterly report summarizing the results of the customer satisfaction surveys as well as provide three (3) testimonials from any program participant to the OCWIB Administrative Office. Examples of testimonials may be a participant success story or a letter from a client.

J. Organizational Chart:

- CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
- 2. CONTRACTOR shall provide an updated organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2012. Job descriptions and associated assignments are subject to OCWIB approval.
- 3. Should any organizational or staffing arrangements change during the program (year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.

- K. <u>Telephone Directory</u> for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2012. Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. Physical Floor Plan for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2012. Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

III. SERVICE DELIVERY

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

A. <u>Target Population</u>

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

- 1. The general public seeking workforce services;
- 2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 10-OCWDA-01; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
- 3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

- 4. Target population served by special projects include, but are not limited to Senio Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
- Former WIA enrollees in need of continued services including retention and followup.

B. Participant Recruitment

- CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
 - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
 - **b.** Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
 - c. Veterans (not meeting above criteria): 5%
 - d. Older Workers (not meeting above criteria): 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

- 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.
- 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.
- CONTRACTOR shall identify an appropriate location in southern-most Orange County to provide workforce services to customers residing in those regions of the County. Final location shall be approved by the OCWIB.
- 5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
- 6. CONTRACTOR may recruit participants via any of the following, such as:
 - a. Customers coming into the One-Stops;
 - b. Notices to other community based organizations;
 - On-site visits by recruiters to strategic sites where target populations tend to reside;
 - d. Referrals from other agencies;

- e. Intake and recruitment efforts associated with national labor exchange activities;
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
- g. Presentations to promote WIA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2012.

C. <u>Universal Services</u>

- 1. Registration shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information into CWSN. 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. <u>Core Services</u> shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
 - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
 - b. Intake and orientation providing the entire range of services available;
 - c. Initial Needs/Skill Assessment;
 - d. Job search tools available in the Resource Room;
 - e. Information on community resources including supportive services:
 - f. Information on the eligibility requirements for all partner employment and training programs;
 - g. Local, regional and statewide labor market information;
 - h. Information on financial aid for education as well as scholarship opportunities;
 - i. Assistance in applying for unemployment compensation;
 - j. Information on certified education and training providers as well as local performance outcomes of service providers; and
 - k. Informational Workshops, as described below.

3. Resource Room

a. <u>Self-Directed Activities</u> shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job

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applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- b. <u>Staffing</u> shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.
- c. <u>Assistive Technology</u> shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
- 4. <u>Orientations</u> shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.
 - a. CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.

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- b. CONTRACTOR shall also describe services available to participants from colocated partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
- c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
- 5. <u>Initial Assessments</u> may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR, which may include CWSN assessment tools. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
- 6. Informational Workshops shall be developed and facilitated by CONTRACTOR, except as directed otherwise by the OCWIB, 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 curricula to the OCWIB Administrative Office by July 31, 2012.
 - 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
- Introduction to CWSN
- 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. <u>Back-up Facilitator</u> 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.
- 7. <u>Universal Services Monthly Report</u> 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.
- 8. <u>Services for Persons with Disabilities</u>: CONTRACTOR shall assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.

D. <u>Services for Enrolled Program Participants</u>

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

1. <u>Eligibility</u> for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.

- a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
- b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immigration 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. <u>Intensive Services</u> shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

a. Comprehensive Assessment shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 16, 2012. List shall include the name of the Tool and what it is measuring.

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

b. <u>Case Management</u> 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

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the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services:
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; o
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

c. An Individual Employment Plan (IEP) shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25 and subsequent updates.

- d. <u>Resumes</u> shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a CWSN 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 in CWSN and on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
- e. <u>Supportive Services</u> 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 08-OCWDA-15.
- f. <u>Job Development and Placement</u> shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
- g. Retention and Follow-up Services shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
- 3. <u>Training Services</u> shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 10-OCWDA-01. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WIA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
 - a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.
 - b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.

- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
 - Individual Training Accounts (ITAs) shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 08-OCWDA-15.
 - On The Job Training is training by an employer that is provided to a
 paid participant while engaged in productive work in a job that provides
 knowledge or skills essential to the full and adequate performance of
 the job.
 - Job Readiness Training: Job readiness training includes services
 that teach skills needed to be successful in the workplace, rather than
 skills needed to get into the workplace. Job readiness training should
 provide participants with specific occupational competencies needed
 to perform specific work tasks on the job.
 - Entrepreneurial Training: Training focused on creating and starting a new business.
 - Skill Upgrading and Retraining: Training designed to upgrade outdated or obsolete skills or retrain for employment in a new or different occupation.
- 4. <u>Customer Flow Charts</u> for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2012. Customer flow charts and timelines are subject to OCWIB approval.

 Internal Policies and Procedures for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be reviewed with all staff to ensure full compliance. CONTRACTOR shall provide all Policies and Procedures, in original Microsoft Office file format, to the OCWIB Administrative office by July 16, 2012.

6. Coordination with Business Services Provider

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. Rapid Response Activities shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. <u>Job Listings and Referrals</u> shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. <u>Job Fairs and Hiring Events</u> shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.
- d. <u>Monthly Meetings</u> with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2012.

IV. SPECIAL PROGRAMS

A. Senior Community Service Employment Program (SCSEP)

 Program Description: The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. **CONTRACTOR Responsibilities:**

- a. Recruit host agencies from cluster related industries;
- b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
- c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
- d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
- e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance;
- f. Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency;
- g. Provide orientation for each participant prior to the first day at the Host Agency;
- h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date;
- Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
- k. Maintain and update participant files and all required documents;
- I. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
- m.Coordinate with WIA related activities including, but are not limited to, coenrollment in WIA programs and job development activities;
- n. Meet or exceed all performance outcomes as stated in Exhibit C:
- Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
- p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system;
- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

B. CalWORKs Welfare-to-Work (WTW) Employment Services Program

- 1. Program Description: The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WTW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.
 - a. On-the Job Training (OJT) is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.
 - b. Work Experience (WEX) is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.
 - c. <u>Population to be Served:</u> The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:
 - i. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
 - ii. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
 - iii. Participant continues to meet financial eligibility criteria for the program;
 - iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
 - v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
 - vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

2. CONTRACTOR Responsibilities:

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities:
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite;
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJT/WEX Activities. This shall consist of regular contact with both the participant and the employer;
- e. CONTRACTOR shall consult with the WtW Case Manager on a regular basis.
 Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and
- h. CONTRACTOR shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.

C. <u>VETConnect</u>

1. <u>Program Description</u>: The VETConnect program will co-locate services and resources for Veterans with existing barriers to accessing behavioral health, housing, and employment services. Veterans will receive an integrated, holistic approach to services recognizing that medical, basic shelter, food, and job issues impact behavioral health recovery.

2. Contractor Responsibilities:

- a. Provide case management for assigned clients; interview and assess clients to determine eligibility for program services; and conduct orientations concerning program opportunities and services; present related information and materials
- b. Work with Veterans in formulating, coordinating and developing comprehensive housing and/or employment plans and related goals for client services, vocational guidance and job counseling; confer with Veterans regarding(housing and/or employment opportunities, forms, work ethics, and vocational skill development.

- **c.** Assess and identify client's supportive service needs and provide referrals to appropriate community organizations and partner agencies.
- d. Assist clients with researching and collecting information related to housing and/or job openings and developing resume and interview skills; assist clients in completing applications and pre-employment paperwork.
- e. Research housing and/or employment opportunities for Veterans. Establish and maintain contact and partnerships with community agencies, landlords, hotels, and employers to facilitate and enhance housing and employment opportunities.
- f. Participate in a variety of promotional, recruitment and outreach activities to facilitate community knowledge of, support for, and participation in employment services; prepare, develop and distribute related informational and promotional materials.
- g. Communicate with personnel, Veterans, local organizations and the public to exchange information and resolve issues or concerns; collaborate with other housing and educational institutions, departments and social services on housing and job development projects; coordinate case management with partner agencies.
- h. Conduct follow-up with employers and Veterans; assure clients are placed in appropriate living situations and/or with appropriate employers; confer with Veteran concerning performance and progress.
- i. Provide job coaching for 90 180 days post-employment to support the Veteran during this transition. Actual duration of assistance will be determined on a case-by-case basis.
- j. Monthly Status Report with information on the types of services provided to clients, number clients served, developed partnerships, and success stories shall be provided to the OCWIB no later than the 10th day after the end of each quarter.

V. PERFORMANCE

- A. Performance Measures: Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. <u>MIS Submission/Reporting:</u> CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04,

State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.

- CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the data reporting system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
- 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. <u>ITA Vouchers</u> shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 08-OCWDA-15.
- D. <u>Follow-up Forms</u> 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. <u>Supplemental Income:</u> 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. <u>Gaps in Service Delivery:</u> CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.
- F. <u>Corrective Action Plans:</u> 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
 - Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

G. Invoices

- 1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
- 2. Invoice templates shall be provided by the OCCR Accounting Department.
- 3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

VI. <u>DELIVERABLES</u>

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

I. COORDINATION	Due Date					
Operating Agreements with One-Stop Center Partners [p. 4]	30 days after the date change in service occurred					
Revised Operating Agreement with TAA and Adult Education Partner [p. 4]	August 31, 2012					
One copy of each Cost Sharing Agreement for Each Partner [p. 4]	September 28, 2012					
Schedule of Partner Staff Training [p. 5]	July 31, 2012					
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2012					
Schedule of Quarterly Manager's Stakeholder Meetings [p. 6]	July 31, 2012					
One-Stop Center Activities Reports [p. 6]	10th day after the end of each month					
One-Stop Tour Script [p. 6]	July 31, 2012					
II. SERVICE STANDARDS	Due Date					
Manager In Charge and Holiday Staffing Schedule [p. 7]	December 31, 2012					
Original working files of all marketing materials [p. 11]	July 31, 2012					
Monthly Verification of all Internal Monitoring [p. 11]	Upon Request					
Customer Satisfaction Survey Report [p. 13]	Quarterly					
Three (3) Testimonials from Program Participants [p. 13]	Quarterly					
Organizational Chart Update [p. 13]	July 31, 2012					

Telephone Directory [p. 14]	July 31, 2012						
Physical Floor Plan [p. 14]	July 31, 2012						
III. SERVICE DELIVERY	Due Date						
Recruitment Plan [p. 16]	August 31, 2012						
Informational Workshop Curricula [p. 18]	July 31, 2012						
Master Workshop and Events Calendar [p. 19]	Last day of the preceding month						
Universal Services Monthly Reports [p. 19]	10th day after the end of each month						
List of Comprehensive Assessment Tools [p. 20]	July 16, 2012						
Customer Flow Chart [p. 23]	July 31, 2012						
Internal Policies and Procedures [p. 24]	July 16, 2012						
List of Scheduled Meetings with Business Services [p. 24]	July 31, 2012						
IV. SPECIAL PROGRAMS	Due Date						
SCSEP Payroll Spreadsheets [p. 25]	Bi-monthly, per established schedule						
OJT/WEX Status Report [p. 27]	10th day after the end of each month						
VETConnect Monthly Status Report [p. 28]	10th day after the end of each month						
V. PERFORMANCE	Due Date						
MIS Forms [p. 29]	As specified by OCWIB Policy						
ITA Vouchers [p. 29]	As specified by OCWIB Policy						
Follow Up Forms [p. 29]	As specified by OCWIB Policy						
Supplemental Data, as applicable [p. 29]	As Specified in 'Base Wage' letters						
Corrective Action Plans, as applicable [p. 29]	As directed by OCWIB Staff						
nvoices [p. 30]	20 th of each month						
	1						

CCCD, One-Stop Center - Southern Region WIA PERFORMANCE Disadvantaged Adult Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not

The second secon	*****	STQUART	TO			V-10-10-10-10-10-10-10-10-10-10-10-10-10-				to exceed (0% of the annu	naj bjau
TWIVE TOWN EVER	90		و و و و			TI-r	प	TO CULT	E)	(3)		
	0.30			Œ₽Ē.		CD01	<u> </u>	5 Date	, ₅₁ T°,		, , , , , ,	
A. New Enrollments	30	60	90	105	120	100						<u> </u>
B. WIA Carryovers from PY 2011-12	194	194	194					180	203	211	219	225
C. Total Enrollments (A+B=C)	224	254	284		194		194	194	194	194	194	194
				299	314	329	351	374	397	405	413	419

SERVICE COMPONENTS IN PROGRAM	CCO	A GOD	900	Č:	10.72	D:012	(P-57)	CASE T				
A. WIA Registered Core Enrollments	224	254	284	299	314	329			المحدد	www.	للخرسيا	13 (13)
8. WIA Intensive Enrollments	157	178	199	209	220	230	351	374	397	405	413	419
C. WIA Training Enrollments	67	76	8 5	90		99	246	262	278	284	289	293
· · · · · · · · · · · · · · · · · · ·					37	39	105	112	119	122	124	126

GOVARIERIS ABURDERFORMACE	වෙන්ව	A311	Sep 12	0012	Davie	Dec 12	enn.	200	Com		(محت	
Total Exits	17	34	49				R. H. S. S. S.	30,20		لنادليك	امرد	13
A. 1. Exits of Carryovers from PY 2011-12	17	34		65	81	97	112	129	146	161	175	187
A. 2. Exits of New Enrollments of PY 2012-13		- 34	49	65	81	97	112	129	146	153	159	165
Entry into Unsubsidized Employment 1		U	0	0	0	0	0	0	0	8	16	23
B=(A)*(.755) Q1 after exit	13	26	37	49	61	73	85	-				
Retention in Unsubsidized Employment at six months 2							- 53	97	110	122	132	141
C=B*(.815) Q2 and Q3 after exit	10	21	30				·					
Average Earnings in six months 3 (\$15,000)			30 .	40	50	60 \$15.0	69	79	90	99	108	115

¹ The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter elier exit.

² The Performance Standard for this measure is B1.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter effect exit.

³ The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after ext (Q2 & Q3 post ext earnings).

	ged Adult Program
Entered Employment	
والمتعارب المتعارب والمتعارب والمتعارب والمتعارب والمتعارب والمتعارب والمتعارب والمتعارب والمتعارب والمتعارب	75.5%
Retention	81.5%
Average Earnings	\$15,000

Reporting Item	Time Period (Exit Cohort) to be Reported
otal Participants	07/01/12 to 06/30/13
Adult Po	erformance Measures
Entered Employment Rate	10/01/11 to 09/30/12
mployment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

PY2012-13 CCS Performance

CCCD, One-Stop Center - Southern Region **WIA PERFORMANCE** Dislocated Worker Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not

		AT CHAPT	ED WESTER	- Delana						to exceed 1	0% of the annu	ual plan
51.11.12	.00E	7						EDXOLAU			RTHOUA	TER MARKE
A. New Enrollments				(C2) 12		10000				CDACD.	LOTAU	राज्य
	65	131	197	230	262	294	343	392	442	459	475	404
B. WIA Carryovers from PY 2011-12	349	349	349	349	349	349	349	349				491
C. Total Enrollments (A+B=C)	414	480	546	579					349	349	349	349
		700	7 540	3/9	611	643	692	692	791	808	824	840

A. WIA Registered Coré Enrollments 414 480 546 579 611 643 692 692 791 808 B. WIA Intensive Enrollments 290 336 383 405 405		
B. W.A. Intensive Enrollments	200 1 004	
500 502 403 428 450 A8A 48A FEL		
IC WIA Training Enrollmente		

BI-OUARTERI-Y/EXTPERFORMANCE NOICATORS	60,213	Aug 12	Sep. 12	0.30	100.00	.cca	Čerio.	(C)20		ææ	10-50	A-66
A. Total Exits	29	58	87	127	155	175	204					بيات
A. 1. Exits of Carryovers from PY 2011-12	29	58	87	127				233	262	291	319	346
A. 2. Exits of New Enrollments of PY 2012-13				12/	155	175	204	<i>23</i> 3	26 2	274	286	297
B. Entry into Unsubsidized Employment 1	0	0	0	0	0	0	0	0		17	33	49
B=(A)*(.79) Q1 after exit	23	46	69	100	122	138	161	124				
C. Retention in Unsubsidized Employment at six						130	101	184	207	230	252	273.
months 2 C=B*(.835) Q2 and Q3 after exit	19	38	58	84	102	115	105					
D. Average Earnings in six months 3 (\$16,700)					102	\$16.	135 700	154	173	192	210	228
		-				910 ,	/ VV					

¹ The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

² The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

³ The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
	slocated Worker Program
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/12 to 06/30/13
Dislocated Wo	rker Performance Measures
Intered Employment Rate	10/01/11 to 09/30/12
Imployment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

PY2012-13 CCS Performance

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

CCCD, One-Stop Center - Southern Region WIA PERFORMANCE SSA-OJT/WEX, PY 2012-13

Cumulative, July 2012 to June 2013

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOU	RTH QUA		
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Ner-18	Apr-13	May-13	Jun-13	TOTAL
A. New Enrollments	1	4	8	12	19	21	22	24					
On-the-Job Training (OJT)	0	1	2	3	1				29	32	32	32	32
Work Experience (WEX)	1	2	<u> </u>	9		- 3	. 5	6	7	8	8	8	8
B. WIA Carryovers from Prior Program Year	3	3	3	2	15 3	16	17	18	22	24	24	24	24
On-the-Job Training (OJT)	0	0		3		3	3	3	3	3	3	3	3
Work Experience (WEX)			V	U	0	0	0	0	0	0	o	0	0
	3	3	3	3	3	3	3	3	3	3	3	3	3
C. Total Enrollments (A+B=C)	4	7	11	15	22	24	25	27	32	35	35	35	35

II. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jen-13	Feb-13	War-13	Apr-13	May-13	Jun-13	TOTAL
A. Completions	2	2	3	5									10.2
On-the-Job Training (OJT)	1	1	1	2		- 8	11	14	15	16	18	18	18
Work Experience (WEX)	7	,	2	3	2	2	3	4	4	5	5	4	4
B. Total Exits				3	4	6	8	10	11	11	13	14	14
		3	5	7	11	15	21	24	27	30	32	35	35
On-the-Job Training (OJT)	0	0	1	1	2	_ 3	3	4	5	6	7	8	
Work Experience (WEX)	2	3	4	6	9	12	18	20					8
C. Entered Employment	0	2	3	3	4	6			22	24	25	27	27
On-the-Job Training (OJT)	a	1	,	1	7		8	9	10	11	12	13	13
Work Experience (WEX)	0	1	2			2	2	2	3	3	4	4	4
E. Average Wage			-	2	3	4	6	7	7	8	8	9	9
	\$8.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
On-the-Job Training (OJT)	\$0. 0 0	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50		
Work Experience (WEX)	\$8.50	\$8.50	\$ 8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50			\$10.50	\$ 10.50
						1 40.00	·	90.30	∌0. 30	\$8.50	\$8.50	\$8.50	\$8.50

PY2012-13 CCS SSA-OJT/WEX Performance

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2012-13 Coast Community College District One-Stop Center – Southern Region

MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

ADDITIONAL PERFORMANCE MEASURES/GOALS									
MEASURE	DESCRIPTION	PERFORMANCE GOALS							
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2012							
Customer Satisfaction	Average ACSi for employers Average annual ACSi for participants Annual average ACSi for host agencies	As prescribed by the state							
	ACSI (American Customer Satisfaction Index)								

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	<u> </u>	B	udget	
	Disadvantaged Adult	Core	Intensive	Training	Total
	Allocation Percentage	45%	45%	10%	100%
	Operations Activities:			*	
5	Salaries	56,924	170,255	198,089	\$425,268.00
I₹	Benefits	27,013	68,499	83,722	\$179,234.00
PROGRAM	Facilities*	20,329	20,329	4,518	\$45,176.00
Æ	Lease Termination	7,673	7,673	1,704	\$17,050.00
	Communications**	9,679	9,679	2,150	\$21,508.00
	Equipment***				\$0.00
1	Supplies****	9,086	9,086	2,020	\$20,192.00
1	Travel/Mileage	945	945	210	\$2,100.00
	Sub-Contractor	1,125	1,125	250	\$2,500.00
	Other	3,730	3,730	829	\$8,289.00
1	Operations Related Activities Subtotal	\$136,504.00	\$291,321.00	\$293,492.00	\$721,317.00
ĺ	Direct Client Related Activities:				
ĺ	Participant Wages and Benefits				\$0.00
	Employer Reimbursement-OJT/CT		\$0.00	50,000	\$50,000.00
1	Participant Supportive Services				\$0.00
	Other Participant Activites				\$0.00
	Other:				\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$50,000.00	\$50,000.00
	Program Subtotal	\$136,504.00	\$291,321.00	\$343,492.00	\$771,317.00
_	Administration:		·	ĺ	
Ď	Salaries	1	835	196	1,031
IAT	Benefits		395	93	488
Ë	Profit	-			-
<u>z</u>	Indirect	10,424	10,424	2,316	23,164
ADMINISTRATION	Administration Subtotal	\$10,424.00	11,654	2,605	24,683
Ā	Grand Total	\$146,928.00	\$302,975.00	\$346,097.00	\$796,000.00

- Facilities = Rent, Maintenance, Utilities, Insurance, IT services Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	F	INST QUARTE	R .										
	Disadvantaged Adult	8.30%	8,30%	8.30×	8.30%	COND QUAIT			THE QUARTE	R	PO	HATH QUART	100	
	Allocation Percentage	Jul-12	Aug-12	8ep-12	Oct-12	8.30%		8.30%	B.30%	8.30%	8.30%	8.30%	8,30%	TOTAL
	Operations Activities:			- 12	- OCF-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	100%
Ž	Salaries	35,439	35,439	35,439									3UN-13	
PROGRAM	Benefits	14,936	14,936		35,439	35, 439	35,439	35,439	35,439	35,439	35,439	35,439		
ĕ	Facilities*	3,765	3,785	14,936	14.936	14,936	14,936	14,936	14,936	14,936	14,936	14,936	\$35,439.00	425,2
Ď.	Lease Termination	3,743	3,765	3,765	3,765	3,765	3,765	3,765	3,765	3,765	3.765	,	\$14,938.00	179,2
	Communications**	1,792							,	o,, oo	3,763	3,765	\$3,761.00	45,1
	Equipment***	1,792	1,792	1,792	1,792	1,792	1,792	1,792	1,792	1,792	4 700		\$17,050.00	17,0
	Supplies****								1,702	1,732	1,792	1,792	\$1,796.00	21,5
	Travel/Mileage	1,683	1,683	1,683	1,683	1,683	1,683	1.683	1,683	1,683				
	Sub-Contractor		{	420	210	420	315	,,,,,,	210	210	1,683	1,683	\$1,679,00	20.1
	Other	-		500	250	500	375		250	210 250			\$315.00	2,1
	Operations Related Activities Subtotal			1.658	829	1,658	1,243		829	250 829			\$375.00	2,5
	Direct Client Related Activities:	57,615	57,615	60,193	58,904	60,193	59,548	57,615	58,904	58.904		~	\$1,243.00	8,2
	Participant Wages and Benefits			ı						30,304	57,815	57,615	78,598	721,3
	Employer Rembursement-O./T/CT			1	{									
	Participant Supportive Services	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4 407			1	
	Other Participant Activites			ł		İ	.,,	-1,107	4,107	4,167	4,167	4,167	\$4,163.00	50,000
	Other:			l		Ī					1			
	Direct Client Related Activities Subtotal													
	Program Subtotal	\$4,167.00	\$4,157.00	\$4,167.00	\$4,167.00	\$4,187.00	\$4,167.00	\$4,157.00	\$4,167,00	\$4,187.00	\$4,167,00			
	Administration:	\$61,782.00	\$61,782.00	\$54,360.00	\$63,071.00	\$84,360.00	\$83,715.00	\$81,782.00	\$63,071.00	\$83,071.00	\$61,782.00	\$4,167.00	\$4,163.00	\$50,000.0
									***************************************	100,110,000	\$61,762.00	\$61,782.00	\$80,759.00	\$771,317.
중	Salaries	86	86	86	86	88	86	86			{	ļ	l l	
Ō	Benefits	41	41	41	41	41	41	41	86	88	88	86	85	\$1,031.0
È	Profit	1	I	ŀ	1	"	7"]	71	41	41	41	41	37	\$488.0
NISTR	Indirect	1,857	1,857	1,935	1,896	1,935		4 85-		ĺ				\$0,0
3	Administration Subtotal	\$1,984.00	\$1,984.00	\$2,062.00	\$2,023.00	\$2,062,00	1,915	1,857	1.896	1,896	1.857	1,857	2,406	\$23,164.
A	Grand Total	\$63,766.00	\$63,756.00				\$2,042.00	\$1,984.00	\$2,023.00	\$2,023.00	\$1,984.00	\$1,964.00	\$2,528.00	\$74,683.0
		-00,100.00	+03,100,00	\$66,422.00	\$65,094.00	\$66,422.00	\$65,757.00	\$53,766.00	\$65,094.00	\$65,094.00	\$83,766,00	\$63,766.00	\$83,267,00	\$796,000.0

Facilities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:		В	udget	
<u> </u>	Adult/OJT/WEX	Core	Intensive	Training	Total
	Allocation Percentage	45%	45%	10%	100%
	Operations Activities:				
1 ₹	Salaries		14,672	17,932	\$32,604.00
PROGRAM	Benefits		4,683	5,723	\$10,406.00
8	Facilities*				\$0.00
Ē	Lease Termination				\$0.00
	Communications**				\$0.00
ĺ	Equipment***			·	\$0.00
ĺ	Supplies****	1,404	1,404	312	\$3,120.00
	Travel/Mileage	675	675	150	\$1,500.00
	Sub-Contractor				\$0.00
	Other	369	369	82	\$820.00
	Operations Related Activities Subtotal	\$2,448.00	\$21,803.00	\$24,199.00	\$48,450.00
	Direct Client Related Activities:				
	Participant Wages and Benefits				\$0.00
	Employer Reimbursement-OJT/CT			İ	\$0.00
	Participant Supportive Services				\$0.00
	Other Participant Activites		Ī	1	\$0.00
;	Other:				\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00	\$0.00	\$0.00
	Program Subtotal	\$2,448.00	\$21,803.00	\$24,199.00	\$48,450.00
-	Administration:				
<u>ē</u>	Salaries		52	12	64
ΑŢ	Benefits		25	6	31
띮	Profit	Ī			-
ž	Indirect	655	65 5	145	1,455
ADMINISTRATION	Administration Subtotal	\$ 655.00	732	163	1,550
₹	Grand Total	\$3,103.00	\$22,535:00	\$24,362.00	\$50,000.00

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- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	R	RST QUARTE	1	0.00	COND QUART								
	Adul/OJT/WEX	8.30%	8.30%	8,30%	8.30%	8.30%			IRD QUARTE	R	FO	UNTH QUART	B	TOTAL
_	Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12		0.00 /	8.30%	8.30%	8.30%	8.30%	8.30%		
	Operations Activities:				- ULF 12	Hov-12	Dec-12	Jim-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	100%
₹	Salaries	2,717	2,717	2,717									- CLEFIS	
PROGRAM	Benefits	867	867	867	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717		
چ چ	Facilities*		307	80 7	867	867	867	867	867	667	867	887	\$2,717.00	32,
₫,	Lease Termination	ļ									33.	00/	\$889.00	10,
	Communications**											1		
	Equipment***]		1					i	i		
	Supplies****	260		1	i	1						l		
	Travel/Mileage	902	260	260	260	260	260	260	260	260	255	. 1		
	Sub-Contractor			300	150	300	225		150	150	260	260	\$260.00	3,
	Other			1	ì		1		.50	150	İ		\$225.00	1,
l	Operations Related Activities Subtotal			164	82	164	123]	82	82]	
Ì	Direct Client Related Activities:	3,844	3,844	4,308	4,076	4,308	4,192	3,844	4,076	4.078			\$123.00	
	Participant Wages and Benefits	1	ļ	l l					3,07.0	4,070	3,844	3.844	4,194	44,
i	Employer Reimbursement-OJT/CT	ļ	İ	ł	1	Ī	· • •	1	ł	ŧ	Ī	1	1	
	Participant Supportive Services	i		1	i	I	[1		-		ĺ	· •	
1	Other Pertineent Actual			- 1		j		1		ı	1		1	
1	Other Participant Activities Other:			ı		Ī		1	- 1	i	l		l l	
ļ	Direct Client Related Activities Subtotal					Ì	ŀ	1					1	
	Program Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
		\$3,844.00	\$3,844.00	\$4,308.00	\$4,078.00	\$4,308.00	\$4,192,00	\$3,844,00	\$4,076.00	\$4,078.00	\$0.00	\$0.00	\$0.00	\$0
1	Administration:	ĺ								₩,076.00 j	\$3,844.00	\$3,644.00	\$4,194.00	\$48,450
NOIL	Salaries	5	5	5	5	5		_ [_ [1	- 1	1		
Ě	Benefits	3	3	3	3	3	3	اء	5	5	5	5	9	\$54
æ	Profit	1		- 1	1		ĭ	* <u> </u>	3	3	3	3	(2)	531
13TR	Indirect	116	116	129	123	129	400		- 1	1		1	l	\$0
릙	Administration Subtotal	\$124.00	\$124.00	5137.00	\$131.00		126	116	123	123	116	116	122	\$1,455
힣	Grand Total					\$137.00	\$134.00	\$124.00	\$131.00	\$131.00	\$124.00	\$124.00	\$129.00	\$1,550
	ALDIN TARI	\$3,968.00	\$3,968.00	\$4,445.00	\$4,207.00	\$4,445.00	\$4,326,00	\$3,968.00	\$4,207,00	\$4,207.00	\$3,968.00	\$3,968.00		

Facilities = Rent, Maintenance, Ublities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	1	Budget	
<u> </u>	SSA/OJT/WEX	TLO	WEX	Total
	Allocation Percentage	25%	75%	100%
	Operations Activities:			
2	Salaries	4,250	12,750	\$17,000.00
PROGRAM	Benefits	1,913	5,737	\$7,650.00
18	Facilities*	2,399	7,196	\$9,595.00
E E	Lease Termination			
Ī	Communications**	175	525	\$700.00
	Equipment***	275	825	\$1,100.00
	Supplies****	250	750	\$1,000.00
	Travel/Mileage	100	300	\$400.00
l	Sub-Contractor			
	Other .	165	495	\$660.00
	Operations Related Activities Subtotal	\$9,527.00	\$28,578.00	\$38,105.00
	Direct Client Related Activities:			
	Participant Wages and Benefits		56,832	\$56,832.00
	Employer Reimbursement-OJT/CT	9,920		\$9,920.00
	Participant Supportive Services			\$0.00
	Other Participant Activites			\$0.00
	Other:			\$0.00
	Direct Client Related Activities Subtotal	\$9,920.00	\$ 56,832.00	\$66,752.00
	Program Subtotal	\$19,447.00	\$85,410.00	\$104,857.00
-	Administration:			
Ó	Salaries			-
¥	Benefits		į	-
E	Profit	1		_
Z	Indirect	786	2,357	3,143
ADMINISTRATION	Administration Subtotal	\$786.00	2,357	3,143
₹	Grand Total	\$20,233.00	\$87,767.00	\$108,000.00

- Facilities = Rent, Maintenance, Utilities, Insurance, IT services Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- Equipment purchases must be pre-approved by the County
- Supplies = Office Supplies, Postage ****

WIA PY 12-13 EXPENDITURE PLAN

	PROGRAM NAME:	A	RET QUARTE	R	0.5	Dalle and								
_	SSA/OJT/WEX	8.30%	8.30%	8.30%	8.90%	COND QUART			BRD QUARTE	8	PO	UNTH QUART		
	Allocation Percentage	Jul-12	Aug-12	Sep-12	0.30% Oct-12			8.90%	8.30%	8.30%	8.90%	8.30%		TOTAL
	Operations Activities:				UG-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13		100%
3	Salaries	1,417	1,417	4 44-								-13	Jun-13	
Ĕ.	Senefits :	638		1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417		!]	,
PROGRAM	Facilities*	800	638	638	638	638	638	638	638	638	638	1,417	\$1,413.00	17,0
4	Lease Termination	500	800	800	80 0	800	800	800	800	800		638	\$632.00	7,0
	Communications**	58							352	5.0	600	800	\$795.00	9,6
	Equipment***	99	58	58	58	58	58	58	58	58	[
	Supplies****			1,100					50	20	58	58	\$62.00	
	Travel/Mileage	83	63	83	83	83	83	83	83		[l	1,
	Sub-Contractor			80	40	80	60	"	40	83	83	83	\$87.00	1.
	Other	- 1							40	40	[\$60.00	
·	Operations Related Activities Subtotal			132	66	132	99		56		1			
	Direct Client Related Activities:	2,096	2,096	4,308	3,102	3,208	3,155	2,996	3,102	56 3,102			\$99.00	
	Participant Wages and Benefits	į	Į						0,102	3,712	2,996	2,996	3,145	34,
	Employer Reimbursement-OJT/CT	1	1	11,366	5,683	11,366	8,525	i 1	5,683	5.683	ļ			
ł	Participant Supportive Services	- 1		1,984	992	1,984	1,488		992	992	- 1		\$8 ,526.00	56,8
	Other Participant Activities		l						392	9692	I		\$1,488.00	9,5
	Other:	1	j.								- [
1	Direct Client Related Activities Subtotal									1	ł			
- 1	Program Subtotal	\$0.00	\$0.00	\$13,350.00	\$6,575.00	\$13,350.00	\$10,013.00	\$0.00	\$6,673,00	\$6,673.00				
-		\$2,996.00	\$2,996.00	\$17,658.00	\$9,777.00	\$16,558.00	\$13,168.00	\$2,996,00	\$9,777.00		\$0.00	\$0.00	\$10,014.00	\$66,752
	Administration:	1							45,171,00	\$9,777.00	\$2,996.00	\$2,996.00	\$13,162.00	\$104,857.
핅	Salaries		- 1	1	1						1			
밁	Benefits		1	l	- {			ļ		1	į			\$0.
ΞĮ	Profit		- 1	ł	į		i	1		ł			ŀ	\$0.
2	Indirect	90	90	530	293	300				1			ľ	\$0.
€l	Administration Subtotal	\$90.00	\$90.00	\$530.00		497	395	90	293	293	90	90	392	\$3,143
힣	Grand Total				\$293.00	\$497.00	\$395.00	\$90.00	\$293.00	\$293.00	\$90.00	\$90.00	\$392.00	\$3,743
		\$23,0000.00	\$3,086.00	\$16,188.00	\$10,070.00	\$17,055.00	\$13,563,00	\$3,086.00	\$10,070.00	\$10,070.00	\$3,088.00			

Facilities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	<u></u>	
	SCSEP		Total
	Allocation Percentage	100%	100%
	Operations Activities:		
ĮΞ	Salaries	32,238	\$32,238.00
PROGRAM	Benefits	16,942	\$16,942.00
8	Facilities*		\$0.00
E	Lease Termination		\$0.00
	Communications**		\$0.00
İ	Equipment***		\$0.00
	Supplies****	320	\$320.00
	Travel/Mileage	·	\$0.00
	Sub-Contractor		
	Other		\$0.00
	Operations Related Activities Subtotal	\$49,500.00	\$49,500.00
	Direct Client Related Activities:		
	Participant Wages and Benefits		\$0.00
	Employer Reimbursement-OJT/CT		\$0.00
	Participant Supportive Services		\$0.00
	Other Participant Activites		\$0.00
	.Other:		\$0.00
	Direct Client Related Activities Subtotal	\$0.00	\$0.00
	Program Subtotal	\$49,500.00	\$49,500.00
-	Administration:		
Õ	Salaries		-
IAT	Benefits		-
띴	Profit		
<u>z</u>	Indirect		
ADMINISTRATION	Administration Subtotal		-
₹	Grand Total	\$49,500.00	\$49,500.00

- Facilities = Rent, Maintenance, Utilities, Insurance, IT services
 Communications = Telephone, Publishing, Marketing, Printing,
- ** Communications = Telephone, Publishing, Marketing, Printing,
 Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- *** Equipment purchases must be pre-approved by the County
- **** Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:		RET QUARTE		er.	COND QUART								
SCSEP	0.7041	8.30%		8,30%	8.30%			納D QUARTE	R	FO	URTH QUART		TOTAL
Allocation Percentage	Jul-12	Aug-12	Bep-12	Oct-12	0.30% Nov-12	0.0072	6.30%	7.00	8.90%	8.30%			100%
Operations Activities:				00-12	1904-12	Dea-12	Jan-13	Feb-13	Mar 13	Apr-13	May-13	Jun-13	10076
Salaries	2,687	2,687	2,687					· · · · · -			74.4		_
Benefits	1,412	1,412	1,412	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687		
Benefits Facilities*	.,	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	2,681	32
Lease Termination	1		I					ĺ		-,,,_	CAIR	1,410	:6
Communications**	Ì		- 1							1		l t	!
Equipment***	į		- 1					·					
Supplies****	}		Į					i		. 1		j	
TraveVMileage			ı				64			~~			
Sub-Contractor		ļ	l			j				96		160	
Other		ŀ	1	í		1		!					
Operations Related Activities Subtotal	4,099											1	
Direct Client Related Activities:	4,035	4,099	4,099	4,009	4,099	4,099	4,183	4,099	4,099	4,195	4,099		
Participant Wages and Benefits	}	ì	I						- 7,2		4,059	4,251	4
Employer Reimbursement-OJT/CT		.]	1						1			}	
Participant Supportive Services		j	l l	: j		l				1		į	
Other Participant Activities	ľ	ļ	ŀ	1		i				1			
Other:	ł		Ì	i						1			
Direct Client Related Activities Subtotal	\$0.00							1					
Program Subtotal	\$4,099.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5
Administration:	en,089.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,099.00	\$4,183.00	\$4,099.00	\$4,099,00	\$4,195.00	\$4,099.00	\$4,251.00	
- Salaries		- 1	l		Į			-			V 11000.00	67,251.00	\$49,50
Benefits		Į		1		- 1	I		•	ľ		•	
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₹{*******L					l	i	ł	[ĺ		ľ	\$
Administration Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20.00				
Grand Total	\$4,099.00	\$4,099.00	\$4,099.00					-	\$0.00	\$0.00	\$0.00	\$0.00	\$
	- 77020.00		9-1/12E-UU	\$4,099.00	\$4,099.00	\$4,099.00	\$4,163.00	\$4,099.00	\$4,099.00	\$4,195.00	\$4,099.00	\$4,251.00	\$49,50

Facilities = Rent, Maintenance, Utilities, Insurance, IT services
Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,
Professional Memberships, Subscriptions
Equipment purchases must be pre-approved by the County
Supplies = Office Supplies, Postage

Exhibit E Agreement #16-S-13

Exhibit E DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:
Coast Community College District
The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 matters relating to providing a drug-free workplace. The above named Contractor will:
 Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions to be taken against employees for violations the prohibitions, as required by Government Code Section 8355(a).
 Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 (a) The dangers of drug abuse in the workplace, (b) The person's or organization's policy of maintaining a drug-free workplace, (c) Any available drug counseling, rehabilitation and employee assistance programs, and (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
(a) Will receive a copy of the company's drug-free policy statement described in paragraph (1 above, and(b) Will agree to abide by the terms of the company's statement as a condition of employment if the contract or grant.
CERTIFICATION
the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant ecipient to the above described certification.
Official's Name
Date Executed Executed in the County of Orange
Contractor or Grantee Recipient Signature and Title

Exhibit F Agreement #16-S-13

Exhibit F CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name		 -	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Title	1	 · · · · · · · · · · · · · · · · · · ·		
Authorized Signature		 		

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

- 1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, 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 Agreement #16-S-13

Exhibit G CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

Grantee/Contractor Organization
Coast Community College District
Name
721
Title
Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

Exhibit H INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filling 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 ection.
- 2. Identify the status of the covered Federal action.
- 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.

Exhibit H Agreement #16-S-13

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352 1. Type of Federal Actions: 2. Status of Federal Actions: Report Type: contract a. bid/offer/application a. initial filing a. Ь. grant b. initial award material change C. cooperative agreement C. post-award d. loan For material change only: 0. ioan guarantee Year: loan insurance Quarter: Date of last report: 4. Name and Address of Reporting Entity If Reporting Entity in No. 4 is a Subawardee: Prime Subawardee Enter Name and Address of Prime: Tier if known Congressional District, if known: Congressional District, if known: Federal Department / Agency: Federal Program Name/Description 8. Federal Action Number, if known: 9. Award Amount, if known: Name and Address of Lobbying Entity 10b. Individual Performing Services (if individual, last name, first name, MI): (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary) Amount of Payment (check all that apply): 13. Type of Payment (check all that apply) retainer Planned one-time free b. 12. Form of Payment (check all that apply): C. commission cash a. d. contingent fee b. in-kind: specify: e. deferred nature: other specify: 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 Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a Signature: _ material representation of fact upon which reliance was placed by the Print Name: tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information Title: will be reported to the Congress semiannually and will be available for Telephone No: public inspection. An person who falls to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not Date: more than \$100,000 for each such failure.

Exhibit H Agreement #16-S-13

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMS - 0348-0046

Page	<u> </u>			

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

Exhibit I Agreement #16-S-13

Exhibit (**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 and resi	of an individual bidder/proposer, his/her name, date of birth, Social Security number, dence address:
	Name:	
		Social Security No:
	Residence Ad	
B.	Social Security	a bidder/proposer doing business other than as an individual, the name, date of birth, number, and residence address of each individual who owns an interest of 10 percent contracting entity (If no individual owns an interest of 10 percent or more, indicate not
	Name:	
		Social Security No:
	Residence Ad	·
	Name:	
		Social Security No:
	Residence Add	
	Name:	
		Social Security No:
	Residence Add	

Exhibit I Agreement #16-S-13

DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that <u>Coast Community College District.</u> is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name		 	
Title	·	 	
Authorized Signature			

Exhibit J Agreement #16-S-13

Exhibit J EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

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

NVA EXEMPT

First Name & Middle Initial	Last Name	
Social Security No.		<u>.</u>
Contract Number	\$ Dollar Value of Contract	
Start Date	Expiration Date	

Subject: OC Community Resources
Contract Reimbursement Policy

Effective: July 1, 2010 Revised: April 13, 2012

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

REVISION DATE:

April 13, 2012

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
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community
Development and Homeless Prevention Contracts only.

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 and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching

contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

- 1. 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. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
- 2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
- 3. Summary of leveraged resources (if applicable)
- 4. Demand letters must contain the following certification (if required by Contract):
 "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"
- 5. Grantee Performance Report (if required by Contract)
- 6. Supporting documentation shall be on single-sided sheets
- 7. Please redact employees' Social Security numbers from payroll reports
- 8. 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 92705

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

- 9. Purchase orders, invoices, and receipts
- 10. Cashed checks
- 11. Check register
- 12. Consultant/sub-contractor invoices (with description of services)
- 13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Win Swe: 714-480-6532 or win.swe@occr.ocgov.com
- Cathy Tran: 714-480-6531 or cathy.tran@occr.ocgov.com



STEVE FRANKS

DIRECTOR OC COMMUNITY RESOURCES

RYAN DRABEK

DIRECTOR OC ANIMAL CARE

MEMORANDUM

KAREN ROPER

DIRECTOR OC COMMUNITY SERVICES

DATE:

November 22, 2010

HARK DENNY

DIRECTOR

TO:

Contractors of the Orange County Workforce Investment Area

OC PARKS

FROM:

Andrew Munoz

HELEN FRIED COUNTY LIBRARIAN

Community Investment Division Administrator/

OC PUBLIC LIBRARIES

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

Contractor: ____ Coast Community College District

Authorized Signature Form

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)		
2.	Amendments (within the 10% Provision)		
3.	Budget Line Item Modifications (without total funding increase or decrease)		
4.	Invoices/Vouchers		

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.

		, a

COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Chad Bowman</u> ("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. <u>Position</u>. District hereby employs Administrator in the position of <u>Director</u>, <u>Accessibility Center for Education</u>.
- 3. <u>General Terms and Conditions of Employment</u>. 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. <u>Duties and Responsibilities.</u> 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. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>07/01/2012</u> and ending <u>06/30/2013</u>. This Agreement expires on <u>06/30/2013</u> 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. <u>Salary.</u> District shall pay a salary to Administrator according to Salary Schedule DD, Range 24 Step 3 (currently \$79,435), 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. <u>Health and Welfare Benefits.</u> 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. <u>Fringe Benefits.</u> 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. <u>Return to Tenured Faculty Position.</u> 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.
- 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, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u> <u>Tenured.</u> 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. <u>Buy-Out of Agreement.</u> 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. <u>Savings Clause.</u> 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. <u>Amendment.</u> 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	·	

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			e e

STUDENT TRAINING CONTRACT 2012/2013 ACADEMIC YEAR

CALIFORNIA SCHOOL OF PROFESSIONAL PSYCHOLOGY ALLIANT INTERNATIONAL UNIVERSITY PROFESSIONAL TRAINING

CSPP/Alliant International University – Los Angeles, <u>Farnush Farmand /505107/ PSY.D.</u> and the Name of Student/ID Number//Program						
Coast Community College District Name of Agency	– Coastline Community College Acquired Bra	ain Injury Program				
2990 Mesa Verde Drive East, Cost Agency Address	a Mesa, CA 92626	agree to the following				
responsibilities related to the Professional	Training experiences of the student:					
I. <u>JOB DESCRIPTION AND GOALS OF EXPERIENCE</u> : Specify by percentage how the student's time will be used at you agency (i.e., 10% psychodiagnostics, 30% psychotherapy).						
Supervision: 2.5%	Direct Client Contact/Assessment:	25_%				
Training: $12-5\%$	Direct Client Contact/Treatment:	<u>36</u> %				
Administrative: <u>り</u> と	Other Lipism or Group	<u>_(6</u> %				
	Other	%				

- II. <u>SPECIFIC EXPECTATIONS</u>: Please read the following list of requirements and add to the list or make any of the items more specific to fit your expectations of the student's performance. Cross out any items that you will not consider in evaluating the student during the placement.
 - A. Personal Dependability
 - 1. Promptness, reliability is on the job regularly and on time; allocates and uses time appropriately.
 - 2. <u>Appearance, conduct</u> Gives attention to personal neatness, taste, suitability of dress, appearance, and conduct.
 - 3. Reports and record keeping Follows rules and procedures of agency; meets agency requirements for recording reports and other details.
 - B. Professional Performance and Skills
 - 1. Resourcefulness Uses appropriate resources to satisfy needs of clientele.
 - 2. Establishing and maintaining rapport Establishes and manages effective relationships with clientele.
 - C. Professional Growth and Development
 - 1. <u>Use of consultation/supervision</u> Can accept and profit from constructive criticism; raises appropriate concerns regarding professional work; uses supervisor as consultant, not guide.
 - 2. <u>Movement toward professional goals</u> Shows development in professional knowledge and progress toward stated goals.
 - D. Involvement With Placement Goals
 - 1. <u>Relationship with administration</u> Uses proper channels of communication, identifies with stated placement goals; relates well to administrative decisions and goals.
 - 2. Relationship with co-workers Cooperates with and makes appropriate use of staff members.
 - 3. <u>Input to placement</u> Provides input appropriately to placement to enhance stated goals.

III. AGENCY RESPONSIBILITIES

A. Supervision

<u>PRACTICUM</u>: AGENCY MUST PROVIDE AT LEAST 1 HOUR INDIVIDUAL SUPERVISION AND 1 HOUR GROUP SUPERVISION PER WEEK.

<u>INTERNSHIP</u>: AGENCY MUST PROVIDE 2 HOURS INDIVIDUAL SUPERVISION AND 2 HOURS GROUP SUPERVISION PER WEEK.

<u>Individual Supervision</u> : Number of Hours/Week	2 hs	
Sandra D. Klein Supervisor Kim Petersm, MS Ed	Degree License Number MFT 23556	
Group Supervision: Number of Hours/Week: Supervisor. KIM PERSON	PhD Pegree MS Ed PM 13918 License Number WFT 23556	
IV. AMOUNT OF STIPEND: O. D7)	Per	
V. <u>LIABILITY</u> : CSPP/AIU will provide malpractice insurance fo	r our student.	
VI. PERIOD OF AGREEMENT: This agreement shall be in effect from: \[\frac{\frac{1}{20}}{\frac{1}{20}} \frac{1}{20} \frac		_
Is student required to work: DaysEvenings	Weekends	
VII. The student will work at the agency 10° hours/week.		
VII. DATES OF VACATION: From 12-13-12-	_to_1/5/13	
Signature of Agency Supervisor Date	Signature of Student Date	-
Signature of CSPP/AIU Professional Training Faculty Liaison	Date	
(The Professional Training Office will obtain this signature)		

PLEASE COMPLETE THIS CONTRACT AND REVIEW WITH THE STUDENT

RETURN ASAP TO: CHER BERRY, PROFESSIONAL TRAINING, CSPP/AIU, 1000 S FREMONT AVE, UNIT 5, ALHAMBRA, CA 91803

Minimum Number of Hours Required at Placement:

PRACTICUM: 800 HOURS/YEAR INTERNSHIP: 1000 HOURS/YEAR

ALLIANT INTERNATIONAL UNIVERSITY

1000 South Fremont Avenue, Unit 5 Alhambra, CA 91803

Field Placement Training Agreement

G-3 (PsyD Forensic)

This document comprises a general training agreement for the academic year, <u>2012 - 2013</u> between ALLIANT INTERNATIONAL UNIVERSITY and Coast Community College

ALLIANT INTERNATIONAL UNIVERSITY

1000 South Fremont Avenue, Unit 5 Alhambra, CA 91803

Field Placement Training Agreement

G-3 (PsyD Forensic)

This document comprises a general training agreement for the academic year, 2012 - 2013 between ALLIANT INTERNATIONAL UNIVERSITY and Coast Community College District - Coastline Community College Acquired Brain Injury Program

Which begins on 07 / 26 / 12 and ends on 06 / 30 / 13

Number of hours/week

The agency will provide placement(s) for the G-3 Trainee(s) listed below:

Megan Stafford

AGREEMENT FOR TRAINING FORENSIC PSYCHOLOGICAL TRAINEE(S):

The placement agrees to provide supervised professional experience. Supervision will consist of:

- A. I hour independent supervision to be provided by a licensed psychologist.
- B. The supervised professional experience shall also include 1 hour of group supervision and/or training. The group experience may be provided by a licensed psychologist or other licensed mental health professional.
- C. The primary supervisor may delegate a portion of the supervision for which s/he is responsible to another licensed mental health professional otherwise qualified to act as supervisor. <u>In no case, however, will the trainee receive less than one (1) hour per week of individual supervision under the primary supervisor.</u>
- C. Students are expected to be on site from 15-20 hours per week

The following persons will be supervisors:

Dr. Sandra D. Klein, Ph.D.
CA License 75413918
Name of other supervisors and License Number
Us-Kim Peterson, US Ed
MFT # 23552

Names of Primary Supervisor and License Number

Orisiting Newspaperhologist

Title

Head Counselor

The training experience will consist of:
DIRECT SERVICES: (Tinical Interview Deuropsychological Assissment, Counseling-Individual Group, Liaison in Cognitive Instructors + Start
CONSULTATION AND COMMUNITY SERVICES: Group Therapy - On topics of Interns Choice, Supplemental Testing Inchvidual + Group Supervision - 2 hrs each
PROGRAM EVALUATION/RESEARCH: Only available offer intern has completed fraction year
other services: Leeping Paper organized, up to date completed and gir accurately.
EVALUATION: The Supervisor will evaluate the student's performance twice a year on forms provided by Alliant International University. Evaluations will be sent out tw0 (2) weeks before the end of the Fall and Spring semester. Please return the mid semester evaluations by the end of January and return the final evaluations at the completions of the practicum to the Professional Field Training Office. Failure to complete and return the evaluation forms in a timely manner will jeopardize the student's academic standing.
STIPENDS: The Trainee will receive a stipend of \$ per This stipend is provided only to services provided under supervision.
PROFFESSIONAL LIABILITY INSURANCE: Professional liability insurance and workmen's compensation coverage will be provided by Alliant International University. Insurance becomes affective once a completed contract is received by the CSFS Professional Field Training Office.
ADDITIONS OR MODIFICATIONS TO THIS AGREEMENT (If none, so state):
Supervisor Signature Date Date Date

Rev.6/9/2009

ARGOSY UNIVERSITY.

Graduate School of Psychology, Psy.D. Program Therapy Practicum Memorandum of Understanding

Graduate Student: Kate Charpenter Student ID#: O90769 0528
Agency: Coast Community Cillege District 2990 Mesa Verde Drive, Costa Mesa CA garage
Agency: Coast Community College District Address: 2990 Mesa Verde Drive, Osta Mesa CA 92626 Coast Inte Community College Acquired Brain Intera Program Agency Contact Person: Dr. Sandra P. Clein III. Drelephone: (714) 241-6214
Agency Contact Person Email Address: Sklein @ Constline . edo
Therapy Practicum Direct Supervisor: Dr Sanka P. Klein M. DEmail Address: Sklein @ coastline . Cok
Psychologist License Number: 754 13918 Date of Expiration: Tebruary 2014
Therapy Practicum Direct Supervisor's Telephone: (714) 241 - 6214

It is hereby formally agreed that the graduate student specified above will obtain clinical experience at the above-referenced agency. The graduate student is expected to participate in a total of (16) clinical hours per 'eek for a minimum total of approximately (600) hours over the course of approximately ten months (Fall Semester through Summer I Semester). During the practicum experience, the graduate student is expected to directly engage in at least two venues of service on a continuous basis: e.g., individual, couples, family, group psychotherapy. The graduate student is also expected to participate in staff meetings and in-service training. The specific type of experience will be based upon the needs and structure of the agency and upon any relevant guidelines established by law and/or the Board of Psychology regulations.

The direct supervisor agrees that he or she:

- 1. Has and will maintain a current psychologist license in good standing and will notify the graduate student and Director of Clinical Training at Argosy University/Orange County (AU/OC) of any disciplinary action taken against the supervisor's license, including suspension or probation, that could affect the direct supervisor's ability or right to provide supervision.
- 2. Has completed the Board of Psychology required six hours of formal training in supervision and shall complete a minimum of six hours of supervision coursework every two years.
- 3. Shall comply with the California Code of Regulations, Div. 13.1, Title 16, Sect. 1387.1(g) which states, "Primary supervisors shall be responsible for informing each client or patient in writing prior to the rendering of services by the supervisee that the supervisee is unlicensed and is functioning under the direction and supervision of the supervisor and that any fees paid for the services of the supervisee must be paid directly to the primary supervisor or employer."

- 4. Shall take reasonable steps to ensure that the graduate student properly services each client via clinical interviewing, treatment planning and therapeutic intervention within the context of a psychotherapeutic relationship with the client(s).
- 5. Shall monitor the quality of psychotherapeutic services provided by the graduate student by means of direct observation, audio or video recording, and review of case notes, and any report write ups. "The supervised professional experience [shall be] an organized program that consists of a planned, structured and administered sequence of professionally supervised comprehensive training experiences. The supervised professional experience shall have a logical training sequence that builds upon the skills and competencies of trainees to prepare them for the independent practice of psychology (California Code of Regulations, Div. 13.1, Title 16, Sect. 1387)."
- 6. Shall provide at least two hours of clinical supervision per week. One hour each week must be individual face-to-face supervision, and the other hour may be group supervision. Group supervision shall be obtained via a group of no more than eight persons.
- 7. Shall provide at least one week's written notice to both the AU/OC Director of Clinical Training and the graduate student of the supervisor's intent not to certify any additional hours of experience for the graduate student. Without such notice, the supervisor shall sign for hours of experience obtained in good faith and for which required supervision was provided.
- 8. Shall complete a Supervisor Evaluation of Student Competence form in December and then again in June, and review the form each time with the graduate student. Students will turn in the evaluation forms to the Training Department and the student's Practicum Seminar Leader.
- 9. Shall adhere (as a representative of the affiliated agency) to the AU/OC Clinical Training Manual, including remediation policies and procedures for student and/or site issues which cannot be resolved on an informal basis.
- 10. Shall not be responsible for the student's malpractice insurance coverage. Instead, Argosy University shall be responsible for such coverage in the amount of 2 million/4 million (occurrence policy), and Argosy University shall provide the student's direct supervisor with proof of insurance coverage for the duration of the student's practicum experience.

I agree to all of the above terms and conditions for graduate student placement and supervision:

Date:	Signature of Direct Supervisor:
Date: 10-11-12	Signature of Graduate Student:
Date:	Signature of Argosy Univ. Dir. of Clinical Training:
Day 01/2007	

Rev. 01/2007

BANK OF AMERICA NATIONAL ASSOCIATION

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3117270** FOR

COAST COMMUNITY COLLEGE DISTRICT

DOCUMENT INDEX

7.	Master Equipmen	t Lease/Purchase Agreement
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Exhibit A	Lease Schedule
Exhibit A-1	Certificate of Acceptance (final)
Exhibit A-2	IRS Form 8038-G
Exhibit A-3	Copy of Incumbency Certificate
Exhibit A-4	Copy of Opinion of Lessee's Counsel
Exhibit A-5	Essential Use Letter
Exhibit A-6	Insurance Letter
Exhibit A-7	Self Insurance Letter
Exhibit A-8	Bank Qualified Designation (as applicable)
Exhibit A-9	Copy of Authorizing Resolution
Exhibit A-10	Form UCC-1
Exhibit B	Incumbency Certificate
Exhibit C	Opinion of Lessee's Counsel
Exhibit D	Authorizing Resolution

OTHER:

UCC Attachment
 Information Sheet

(See Exhibit A-10)

3. W-9 FORM

waster Lease/ Furchase Agreement (State and Municipal)

Master	Agreem	en	ıŧ	Num	ber:	3117270

The words YOU and YOUR refer to the Lessee. The words WE, US and OUR refer to the Lessor, BANK OF AMERICA NATIONAL ASSOCIATION

Gustomer Contact informa	HOH					
Lessee Full Legal Name COAST COMMUNITY COLLEGE DISTRICT						
Contact Person ANTHONY MACIEL	Contact Title SENIOR DIRECTOR	Contact Phone No. (714) 241-6225	Contacts Fax No. (714) 241-6177		Federal 95-6002	1 Tax ID # 2272
Address 1370 ADAMS AVENUE	City COSTA MESA	County ORANGE		State CALIFORNIA		Zip 92626

Lease/Purchase Agreement

Contains Cauta at Information

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the or this "Agreement") is made as of JUNE 21, 2012, by and between BANK OF AMERICA NATIONAL ASSOCIATION, as lessor ("Lessor"), and COAST COMMUNITY COLLEGE DISTRICT as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule.

This Agreement is not a commitment by Lessor to enter-into any Lessor not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Terms/Conditions

1. TERM. (a) Commencement of Term. This Agreement shall be effective, and the parties obligations hereunder shall arise, as of the date hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lesse is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms'), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lesses. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equation subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lesse with respect to the Equipment (d) Continuation of Lesse Term by Lessee under such Lesse with respect to the Equipment (d) Continuation of Lesse Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Lesses hereunder through the Original Term and all Renewal Terms for the respective Full Lesse
Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under power to obtain appropriated runds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. An occurrence of nonappropriation under any Lease constitutes an event of nonappropriation under all Leases. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location within a 1,500 mile radius of Costa Mesa, California in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

2. RENTAL PAYMENTS. (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lesse shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monles of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment Identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lesse is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment payable pursuant

 REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the internal Revenue Code of 1986, as amended (the "Code") and will

do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lossee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit D, the execution and delivery of this Agreement and each Lease by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each e against Lessee, and that Lessee has complled with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e)Lessee shall cause to be executed an incumbency Certificate of Lessee in substantially the same form as Exhibit B attached hereto and an Opinion of Lessee's Counsel in substantially the same form as Exhibit C attached hereto. (f) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lesse or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lesse. With respect to each Lesse, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-5 attached hereto. (g) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (h) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lesse will not be or become fixtures. (I) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (j) Lessee will promptly and duly deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the Intent and purpose of the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

4.TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of

4.TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that

delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

5. USE AND MAINTENANCE. (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. Ali replacement parts and accessions shall be free and dear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the sec

reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS. (a) Fees. Lessee shall timely pay all Illiing, recordation, documentary stamp and other fees whatsoever, whether yable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each ass, or upon or relating to the Equipment under each Lease, the rental payments under each ease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the assessed of level during the rull Lease term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Leasee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease. 7. INSURANCE. (a) Casualty Insurance. At its own expense, Leasee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, mailclous mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All Insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against by self-insurance, with Lessor's prior written consent, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of a sef-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall broughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount so Lesser may from time to time reasonably require on notice to Lessee. Lesser shall be named as an additional insured with respect to all such liability insurance. With Lesser's prior written consent, Lessee may satisfy its obligations with respect to liability insurance under each Lease by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided in each Lesse. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall gree, by endorsement upon the policy or policies issued by it or by independent instrument nished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any naterial alteration or cancellation of such policy, and (ii) Insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions,

breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS. (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lesse.

(b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (I) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance daim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lesse. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lesse, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lesse as set forth in this subsection (c), Lesses shall make such payments to the extent of any deficiency, but only from funds which have been appropriated during the Original Term or any Renewal Term and which are legally available for such purpose, 9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE, NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANT OR DEPOSED TO THE WARRANT OR DEPOSED

9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE, NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUILITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all thisks, as between Lessor and Lessor, are to be home by Lessor.

ch risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or one for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lesse Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith

and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lesse.

10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then

To Porchase of Equipment by Lesses; PREPAYMENT. Provided that Lesses is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lesses will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

such payment.

11. QUIET POSSESSION. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to daims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof

claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof. 12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION. (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lesson or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service such Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose. of holice of assignment, bessee agrees to record one same in records maintained for sour purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or countercialim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its present their interests in the Equipment under such lease, and in such Lease. assignees to protect their interests in the Equipment under such Lease and in such Lease. No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lesse may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee hereby assumes and agrees to Indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, induding legal expenses, of whatsoever kind and nature, arising on account of (I) the ordering, acquisition, delivery, installation or rejection of the Equipment under any Lease; (ii) the possession, maintenance, use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any daim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment under any Lesse (by whomsoever used or operated); or (iii) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment under any Lesse, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in

13. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date therefor; and such failure continues unremedied for a period of 5 days following Lessee's receipt of written notice thereof; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration, which agreement shall not be unreasonably withheld; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or theretofore or thereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unfoulded liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding to the contesting the material allegations of a petition against Lessee in a proceeding to the contesting the material allegations of a petition against Lessee in a proceeding to the contesting the material allegations of a petition filed against Lessee in a proceeding to the contesting the material allegations of a petition filed against Lessee in a proceeding to the contesting the material allegations of a petition filed against Lessee in a proceeding to the contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding to the contesting the cont any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease. (b) Remedies on Default. Whenever any becuffine or an event or default under any other Lease. (o) remember to relate the revent of default under a Lease shall have occurred and be confining, Leaser shall have the right, at its sole option, to the extent permitted by law, and without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of; (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublesse, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal. Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid Term or such Lease (whichever is applicable) and the amounts reterior to in clause (r) shall be paid to Lease; (2) require Lease at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location within a 1,500 mile radius of Costa Mesa, California in the continental United States as is specified by Lessor; (3) if Lessor is unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at

law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed

14. TAX COVENANTS. (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) during the term of this Agreement use a book entry system to register the owner of each Lease so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a fease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entitles pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iv) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lesse from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lesse, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date snail pay accitional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legelly available for such purpose and shall be subject to Section 1(e) hereof.

15. LESSOR'S RIGHT TO PERFORM FOR LESSEE. If Lessee falls to perform or comply with any

of its agreements contained in a Lease, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of 12% per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation:
(a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or discretion may be determine, any bill of sale, declarined, insulinine, findice, neight bill, bill of rading of sale similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, In the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in

the appropriate recordation offices as originals.

(d) No Acceleration. Notwithstanding the foregoing or anything else in this Agreement or any Lease to the contrary, in no event shall Lessor have the right to accelerate any payments under any Lease

except the amounts to become due during the then current fiscal year.

16. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and served upon the other party if delivered (I) personally, (Ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mall from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall Inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the promined of unembroseance in any production without invalidating the remaining provisions of this extent of such profibition or unemforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby weives any provision of law which renders any provision of this Agreement or any Lesse prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lesse. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lesse, shall survive the termination of this Agreement or any Lesse. (d) Execution in Counterparts; Chaitel Paper. This Agreement and each Lesse may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lesses agree Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease. (h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such walver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number specific instance and for the specific purpose given except that Lessor may insert the sena number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it and agrees to be houghly tis terms and conditions. any Lease, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

COAST COMMUNITY COLLEGE DISTRICT, as lessee	BANK OF AMERICA NATIONAL ASSOCIATION, as lessor
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:

EXHIBIT A

BANK OF AMERICA NATIONAL ASSOCIATION

LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE

AGREEMENT No.:

3117270

DATE OF MASTER EQUIPMENT

LEASE-PURCHASE AGREEMENT:

JUNE 21, 2012

LEASE SCHEDULE No.: 500-3117270-000

DATE OF LEASE SCHEDULE:

JUNE 21, 2012

COMMENCEMENT DATE: Date of funding, as confirmed by notice from Lessor to Lessee.

FULL LEASE TERM:

5 Years From the Date of Lease Schedule.

LESSEE:

COAST COMMUNITY COLLEGE DISTRICT

1. DESCRIPTION OF THE EQUIPMENT:

SUPPLIER QUANTITY

DESCRIPTION OF UNITS OF EQUIPMENT

SERIAL NUMBERS*

(IF AVAILABLE)

See Preliminary Equipment Description attached hereto and made a part hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: COASTLINE COLLEGE CENTER, NEWPORT BEACH CENTER, GARDEN GROVE CENTER, LE-JAO CENTER, ONE-STOP CENTER WESTMINSTER, ONE-STOP CENTER IRVINE.

Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

3.	The Re	ntal Payments sha	l be made for the E	quipment as follows:	
	DATE	PAYMENT	INTEREST	PRINCIPAL	PREPAYMENT AMOUNT*
	s	See Payment Sche	dule attached her	eto and made a part	hereof.

- 4. For purposes of this Lease, "State" means the State of CALIFORNIA.
- 5. Lessee's current Fiscal Period extends from July 1, 2011 to June 30, 2012.
- 6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.
- 7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

COAST COMMUNITY COLLEGE DISTRICT, as lessee	BANK OF AMERICA NATIONAL ASSOCIATION as lessor
Ву:	Ву:
Printed Name:	Printed Name:
Title:	Title:

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

^{*} Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

COAST COMMUNITY COLLEGE DISTRICT PAYMENT SCHEDULE

Nominal Annual Rate: 2.490 %

Payment No.	Payment Due Date	Payment	Interest	Principal	Prepayment Amount*
COMMENCEMENT DATE:	06/25/2012				690,553.05
1	07/25/2012	145,366.41	1,432.90	143,933.51	553,255,14
2	07/25/2013	145,366.41	13,767.25	131,599.16	419,061.26
3	07/25/2014	145,366.41	10,452.77	134,913.64	282,157.44
4	07/25/2015	145,366.41	7,054.81	138,311.60	142,488.96
5	07/25/2016	145,366.41	3,571.27	141,795.14	0.00
Grand Totals		726,832.05	36,279.00	690,553.05	

COAST COMMUNITY COLLEGE DISTRICT

PRELIMINARY EQUIPMENT DESCRIPTION

PART #	DESCRIPTION	QTY
	College Center	
	4th Floor Assessment IDF	J
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	1
CAB-16AWG-AC	AC Power cord, 16AWG	1
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	1
GLC-T=	1000BASE-T SFP	1
	4th Floor IDF	
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	3
CAB-16AWG-AC	AC Power cord, 16AWG	3
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	3
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	3
GLC-T=	1000BASE-T SFP	1
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1
CAB-16AWG-AC	AC Power cord, 16AWG	1
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	1
CAB-STK-E-1M	Cisco FlexStack 1m stacking cable	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	2
	3rd Floor 3750X 12 SFP Switch Stack	
WS-C3750X-12S-E	Catalyst 3750X 12 Port GE SFP IP Services	1
C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CON-SNT-C375X12E	SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service	1
WS-C3750X-12S-E	Catalyst 3750X 12 Port GE SFP IP Services	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CON-SNT-C375X12E	SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	17
GLC-T=	1000BASE-T SFP	2
	3rd Floor IDF	
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	3
CAB-16AWG-AC	AC Power cord, 16AWG	3
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	3
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	3
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	1
CAB-16AWG-AC	AC Power cord, 16AWG	1

C2960S-STACK CAB-STK-E-1M GLC-SX-MM= WS-C2960S-48FPS-L	Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	1 1 2
CAB-16AWG-AC GLC-SX-MM=	AC Power cord, 16AWG GE SFP, LC connector SX transceiver 2nd Floor IDF	1 1 2
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	2 2 2 2
WS-C2960S-48FPS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-SX-MM=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable GE SFP, LC connector SX transceiver	1 1 1 2
WS-C2960S-48FPS-L CAB-16AWG-AC GLC-SX-MM=	1st Floor Bookstore IDF Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG GE SFP, LC connector SX transceiver	1 1 2
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	1st Floor 1DF Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	3 3 3 3
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M GLC-SX-MM=	Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver	1 1 1 2
WS-C2960S-48FPS-L CAB-16AWG-AC GLC-SX-MM=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG GE SFP, LC connector SX transceiver	1 1 2
WS-C3750X-48T-S C3KX-NM-1G CAB-STACK-50CM CAB-SPWR-30CM CAB-3KX-AC	Garden Grove 1st Floor IDF - 3750X Stack Catalyst 3750X 48 Port Data IP Base Catalyst 3K-X 1G Network Module option PID Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	2 2 2 2 2

WS-C3750X-48T-S C3KX-PWR-350WAC/2 CAB-STACK-50CM CAB-SPWR-30CM CAB-3KX-AC	Catalyst 3750X 48 Port Data IP Base Catalyst 3K-X 350W AC Secondary Power Supply Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	1 1 1 1 2	\subset
WS-C3750X-48T-S CAB-STACK-50CM CAB-SPWR-30CM CAB-3KX-AC	Catalyst 3750X 48 Port Data IP Base Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	2 2 2 2	
WS-C3750X-48PF-S C3KX-PWR-1100WAC/2 CAB-STACK-1M CAB-SPWR-30CM CAB-3KX-AC GLC-SX-MM=	Catalyst 3750X 48 Port Full PoE IP Base Catalyst 3K-X 1100W AC Secondary Power Supply Cisco StackWise 1M Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America) GE SFP, LC connector SX transceiver	1 1 1 1 2 8	
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	2nd Floor IDF Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	2 2 2 2	<i>,</i> -
WS-C2960S-48FPS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-SX-MM=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable GE SFP, LC connector SX transceiver	1 1 1 1 2	<u></u>
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	3rd Floor IDF Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	3 3 3	
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M GLC-SX-MM=	Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver	1 1 1 2	
WS-C2960S-48FPS-L CAB-16AWG-AC GLC-SX-MM=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG GE SFP, LC connector SX transceiver	1 1 2	(
WS-C2960S-48TS-L	3rd Floor Cisco Academy Catalyst 2960S 48 GigE, 4 x SFP LAN Base	3	

CAB-16AWG-AC C2960S-STACK	AC Power cord, 16AWG	3
CAB-STK-E-0.5M	Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	3 3
OND STRE GOT	CISCO I TEXSUACK SOCITI SCACKING CADIE	3
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	4
CAB-16AWG-AC	AC Power cord, 16AWG	1
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	1 1
CAB-STK-E-1M	Cisco FlexStack 1m stacking cable	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	_
	,	2
	Le Jao	
	2nd Floor IDF	
WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	2
C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	2 2
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2
	The vertex color of catalyst six x (North Fillerical)	2
WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	4
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1 1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	(Holan Landing)	•
WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	1
C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	1
CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2
GLC-SX-MM=	GE SFP, LC connector SX transceiver	4
		•
	1st Floor IDF	
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	3
CAB-16AWG-AC	AC Power cord, 16AWG	3
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	3
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	3
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base	1
CAB-16AWG-AC	AC Power cord, 16AWG	1
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	1
CAB-STK-E-1M	Cisco FlexStack 1m stacking cable	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	2
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	
,	AC Power cord, 16AWG	1
CAB-16AWG-AC GLC-SX-MM=	GE SFP, LC connector SX transceiver	1
CEO ON PHILIP	SE SELY EC COMMECTOL SA CHAMSCERVE!	2
	OSI	

3560X w/ EIGRP

WS-C3560X-48T-S C3KX-PWR-350WAC/2 CAB-3KX-AC	Catalyst 3560X 48 Port Data IP Base Catalyst 3K-X 350W AC Secondary Power Supply AC Power Cord for Catalyst 3K-X (North America)	1 1 2	\subset
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	2960S Stack Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	2 2 2 2	
WS-C2960S-48FPS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-T=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable 1000BASE-T SFP	1 1 1 2	
WS-C3560X-48T-S C3KX-PWR-350WAC/2 C3KX-NM-1G CAB-3KX-AC GLC-SX-MM= GLC-T=	Ist Floor IDF Catalyst 3560X 48 Port Data IP Base Catalyst 3K-X 350W AC Secondary Power Supply Catalyst 3K-X 1G Network Module option PID AC Power Cord for Catalyst 3K-X (North America) GE SFP, LC connector SX transceiver 1000BASE-T SFP	1 1 2 2	
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	2 2 2 2	
WS-C2960S-48FPS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-T=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable 1000BASE-T SFP	1 1 1 1	
WS-C2960S-48TS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M	2nd Floor IDF Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable	1 1 1 1	
WS-C2960S-48FPS-L CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-SX-MM=	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG Catalyst 2960S FlexStack Stack Module optional for LAN Base Cisco FlexStack 50cm stacking cable GE SFP, LC connector SX transceiver	1 1 1 2	

Newport Beach Learning Center

	MDF	
WS-C3750X-12S-E	Catalyst 3750X 12 Port GE SFP IP Services	2
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	2
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2
CON-SNT-C375X12E	SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service	2
	·	_
WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	1
C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	1
CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	2
1110 0000000		
WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	
C3KX-PWR-1100WAC/2	Catalyst 37-30X 46 For Full For IP base Catalyst 3K-X 1100W AC Secondary Power Supply	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	1
	The Control of the Satury of the Control of the Con	2
GLC-SX-MM=	GE SFP, LC connector SX transceiver	12
GLC-T=	1000BASE-T SFP	2
		-
CISCO3945/K9	Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)	1
S39UK9-15104M	Cisco 3925-3945 IOS UNIVERSAL	1
MEM-CF-256U1GB	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	i
PWR-3900-AC/2	Cisco 3925/3945 AC Power Supply (Secondary PS)	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	1
CON-SNTP-3945	SMARTNET 24X7X4 Cisco 3945 w/SPE150	1
SURTD5000RMXLT3U	SMART-UPS RT 5000VA RACK TOWER 208V CUST PAYS FRT	
WBEXTWAR1YR-SP-05	1YR EXTENDED WARRANTY 24X7	1
SURT192RMXLBP3U	SURT 192 VOLT RM BATTERY PK CUST PAYS FRT	1 2
WBEXTWAR1YR-SP-04	1YR EXTENDED WARRANTY 24X7	_
AP9626	STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES	2
	The second of th	1
	IDF 1.2	
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base	2
CAB-16AWG-AC	AC Power cord, 16AWG	2
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base	2
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2
CI C CV MA		
GLC-SX-MM=	GE SFP, LC connector SX transceiver	2
li i		

SMX2000RMLV2U WBEXTWAR1YR-SP-04 AP9630 SMX120RMBP2U WBEXTWAR1YR-SP-03	SMART UPS X 2000VA RT RACK / TOWER LCD 100-127V 1YR EXTENDED WARRANTY 24X7 UPS NETWORK MANAGEMENT CARD 2 EXTERNAL BATTERY PACK FOR SMART UPS X RT 120V CUST PAY FRIGHT 1YR EXTENDED WARRANTY 24X7	1 1 1 1	
WS-C2960S-48FPS-L CAB-16AWG-AC GLC-SX-MM=	IDF 1.3 Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base AC Power cord, 16AWG GE SFP, LC connector SX transceiver	1 1 2	
SMX2000RMLV2U WBEXTWAR1YR-SP-04 AP9630 SMX120RMBP2U WBEXTWAR1YR-SP-03	SMART UPS X 2000VA RT RACK / TOWER LCD 100-127V 1YR EXTENDED WARRANTY 24X7 UPS NETWORK MANAGEMENT CARD 2 EXTERNAL BATTERY PACK FOR SMART UPS X RT 120V CUST PAY FRIGHT 1YR EXTENDED WARRANTY 24X7	1 1 1 1	
WS-C3750X-48T-S CAB-STACK-50CM CAB-SPWR-30CM CAB-3KX-AC	IDF 3.1 Catalyst 3750X 48 Port Data IP Base Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	4 4 4 4	-
WS-C3750X-48PF-S C3KX-NM-1G C3KX-PWR-1100WAC/2 CAB-STACK-50CM CAB-SPWR-30CM CAB-3KX-AC	Catalyst 3750X 48 Port Full PoE IP Base Catalyst 3K-X 1G Network Module option PID Catalyst 3K-X 1100W AC Secondary Power Supply Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	1 1 1 1 2	\bigcirc
WS-C3750X-48PF-S C3KX-NM-1G C3KX-PWR-1100WAC/2 CAB-STACK-1M CAB-SPWR-30CM CAB-3KX-AC	Catalyst 3750X 48 Port Full PoE IP Base Catalyst 3K-X 1G Network Module option PID Catalyst 3K-X 1100W AC Secondary Power Supply Cisco StackWise 1M Stacking Cable Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	1 1 1 1 1	
GLC-SX-MM=	GE SFP, LC connector SX transceiver	4	
SURTD5000RMXLT3U WBEXTWAR1YR-SP-05 SURT192RMXLBP3U WBEXTWAR1YR-SP-04 AP9626	SMART-UPS RT 5000VA RACK TOWER 208V CUST PAYS FRT 1YR EXTENDED WARRANTY 24X7 SURT 192 VOLT RM BATTERY PK CUST PAYS FRT 1YR EXTENDED WARRANTY 24X7 STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES	1 1 1 2 1	
WS-C3750X-48T-S C3KX-NM-1G CAB-STACK-50CM	IDF 3.2 Catalyst 3750X 48 Port Data IP Base Catalyst 3K-X 1G Network Module option PID Cisco StackWise 50CM Stacking Cable	2 2 2	

CAB-SPWR-30CM CAB-3KX-AC	Catalyst 3750X Stack Power Cable 30 CM AC Power Cord for Catalyst 3K-X (North America)	2 2
WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	4
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	4
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	4
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4
WS-C3750X-48T-S	Catalyst 3750X 48 Port Data IP Base	2
C3KX-NM-1G	Catalyst 3K-X 1G Network Module option PID	2
C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply	2
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	2
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4
WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	2
C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	2
CAB-STACK-1M	Cisco StackWise 1M Stacking Cable	2
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	2
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	4
GLC-SX-MM=	GE SFP, LC connector SX transceiver	4
SURT8000RMXLT6U	SMART-UPS RT 8000VA RACK TOWER 208V CUST PAYS FRT	4
WBEXTWAR1YR-SP-06	1YR EXTENDED WARRANTY 24X7	1
SURT192RMXLBP3U	SURT 192 VOLT RM BATTERY PK CUST PAYS FRT	1 2
WBEXTWAR1YR-SP-04	1YR EXTENDED WARRANTY 24X7	2
AP9626	STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES	2
	Wireless	
AIR-LAP1042-AK9-10	Cisco 1042 802.11a/g/n Fixed Unified AP; Int Ant; A Reg Domain, 10 APs	3
AIR-CT5508-100-K9	Cisco 5508 Series Wireless Controller for up to 100 Aps	1
AIR-PWR-CORD-NA	AIR Line Cord North America	1
CON-SNT-CT08100	SMARTNET 8X5XNBD Cisco 5508 Series	1
GLC-T=	1000BASE-T SFP	2
LIC-CT5508-UPG	Primary SKU for all upgrade options on the Cisco 5508 WC	1
LIC-CT5508-50A	50 AP Adder License for the 5508 Controller	1
CON-SNT-LCT50A	SMARTNET 8X5XNBD 50 AP Adder License for the 5508	1
CON-SNT-LCTUPG	SMARTNET 8X5XNBD Primary SKU	1
L-NCS-1.0-ADD-K9	Cisco Prime NCS Add-on Licenses Family	1
L-NCS-1.0-50-ADD	Cisco Prime NCS Add-on License for 50 Devices	1
CON-SAU-NCS150A	SW APP SUPP + UPGR Cisco Prime NCS Add-on License for 50 De	1
CON-SAU-NCS1ADD	SW APP SUPP + UPGR Cisco Prime NCS Add-on Licenses Family	1
	Cisco Prime LAN Management Solution	
R-LMS-4.1-100-K9	Cisco Prime LMS 4.1 Base download - 100 device license	1

CON-SAS-RLMS100K

EBUN-2A-ED-SQR-5Y

WBUN-1A-ED-DB-5Y

SW APP SUPP LMS 4.1 Base download for up to 100

1

GLC-SX-MM=

GLC-T=

Extra GBICs

GE SFP, LC connector SX transceiver 1000BASE-T SFP

4

4

Additional Discounting and Incentives

Cisco IronPort Web and Email Security Appliances - Buy 1 Year, Cisco will cover years :

IronPort Dual Appliance Bundle, 2 Year: Includes 2-C370 appliance, Anti-Spam, Anti-Virus, Outbreak Filters, 7X24 Platinum Support

1000

Cisco IronPort Web Security Bundle (1k-1,999k users) Two Year

1400

Bundle includes:

One S370 Web Security Appliance, 7X24 Platinum Support

Web Usage Controls, Web Reputation Filtering

Extended SMARTNET - Years 2-

5

Exhibit A-1 (To Lease Schedule No. 500-3117270-000 CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. 3117270 dated as of JUNE 21, 2012 (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. 500-3117270-000 dated as of JUNE 21, 2012 (the "Lease"), each with BANK OF AMERICA NATIONAL ASSOCIATION, as lessor ("Lessor"), hereby certifies:

- 1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
- 2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
- 3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
- 4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
 - 5. The Equipment is covered by insurance in the types and amounts required by the Lease.
- 6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
- 7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
- 8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
 - 9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
- (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

COAST COMMUNITY COLLEGE DISTRICT as Lessee

By:	
Name:	
Title:	 · · · · · · · · · · · · · · · · · · ·
Date:	

EXHIBIT A-2 (To Lease Schedule No. **500-3117270-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

(Rev. September 2011)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

> Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

_	Reporting Autr	nority			lf Am	ended Re	eturn,	check here	- □
	Issuer's name				2	ssuer's emp	loyer ide	ntification numbe	r (EIN)
	AST COMMUNITY COLLEGE						95-600	2272	
.3a	Name of person (other than issu	rer) with whom the IRS may communicate	ate about this return (see in	structions	3b 7	elephone nu	mber of	other person show	n on 3a
	Museline and the Late Book								
		if mail is not delivered to street address	s)	Room/su	ite 5 F	Report numb	er (For II	RS Use Only)	~ 3 sets w
	D ADAMS AVENUE	I TID	····					3 🛚	
	City, town, or post office, state,	and ZIP code			7 [ate of issue			
	Name of issue		·				6/25/	12	
					9 0	USIP numb	er		
10a	Nome and title of officer or other	7270-000 DTD 06/21/12 TO MELI	PA NO. 311720 DTD 6/	21/12			Non		
IVA	Instructions)	r employee of the issuer whom the IRS	may call for more informat	lon (see		elephone nu mployee sho		officer or other	
	•				"	mployee and	SWIT OIL	104	
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11	Education	enter the issue price). See	the instructions and	attach s	cnedule.				
12	Health and hospital			• •			11		
13	Transportation	· · · · · · · · · · · · · · · · · · ·		• •		• •	12		<u> </u>
14	Public cafety			• •		• •	13		
15	Environment (including						14		<u> </u>
16		sewage bonds)					15		
17							16		
	Utilities						17		
18		CO NETWORKING EQUIPMENT					18	690,553.	05
19	if obligations are TANs	or RANs, check only box 19a				▶ □			
	If obligations are BANs,	check only box 19b				▶ □			個別
20	If obligations are in the	form of a lease or installment s	sale, check box			▶ ☑			
	The December of								
Par	Description of C	Obligations. Complete for t			his form i	s being f	iled.		
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	on	(d) Weig			(e) Yield	
21	07-25-16	\$ 690,553.05			average n	atunty			
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25	Proceeds used for cred	it enhancement	winters discount)			0. 00			
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31		Refunded Bonds. Complete	banda ta ba awarat	retunair	ng bonds.			··	
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		unded bonds were issued ➤ (M t Notice, see separate instru						2000 6	
	aportrois neutrolli AÇ	. monce, see separate institu	CHOUS.		Cat. No. 63	773\$	Form &	3038-G (Rev. 9	1-2011)

Form 80	038-G (Re	v. 9-2011)						Page 2
Part	VI N	liscellaneous						
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b c 37	Enter to Pooled to other	the final maturity date of the GIC he name of the GIC provider he lift financings: Enter the amount of the governmental units	he proceeds of this is	ssue that are to be	used to make lo	. 37	llowing info	ormation:
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d 39 40 41a b	Enter the is if the is if the is Name	ne EIN of the issuer of the master ne name of the issuer of the master suer has designated the issue und suer has elected to pay a penalty suer has identified a hedge, check of hedge provider	r pool obligation ►_ ler section 265(b)(3)(t in lieu of arbitrage rel chere ► ☐ and ent	3)(i)(III) (small issuer pate, check box . er the following info	exception), che	ck box .		
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b	of reim Enter ti	bursement	. ▶					
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		Signature of issuer's authorized represe		Date	Type or print nam		Jares	
Data		Print/Type preparer's name	Preparer's signature		Date	Chaste [if	TPΠN	

Paid Preparer Use Only

Firm's name 🕒

Firm's address 🟲

Form **8038-G** (Rev. 9-2011)

Check [] if self-employed

Firm's ElN ▶

Phone no.

EXHIBIT A-3 (To Lease Schedule No. **500-3117270-000**)

[ATTACH COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3117270 AS EXHIBIT B.]

EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of COAST COMMUNITY COLLEGE DISTRICT, a body corporate and politic duly organized under the laws of the State of CALIFORNIA, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement No. 3117270 dated as of JUNE 21, 2012 (the "Agreement") between COAST COMMUNITY COLLEGE DISTRICT and BANK OF AMERICA NATIONAL ASSOCIATION and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE	Signature
IN WITNESS WHEREOF, I COAST COMMUNITY COLLEGI [SEAL]		Certificate and affixed the seal of 20
	,	Secretary Clerk

(other than the person signing the documents)

EXHIBIT A-4 (To Lease Schedule No. **500-3117270-000**)

[ATTACH COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3117270 AS EXHIBIT C.]



1851 East First Street - Suite 1550 Santa Ana, California 92705-4067 voice 949.863.3363 - fax 949.863.3350 www.bwslaw.com

> Toll Free: 800.333.4297 jlipton@bwslaw.com

[Funding Date]

BANK OF AMERICA NATIONAL ASSOCIATION 135 S. LaSalle Street Mail Stop IL4-135-10-12 Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. 3117 0 dated as of June 21.

To Whom It Concerns:

I am the General Counsel of the Coast Community Cating District ("Lessee"), and have acted as such in connection with the execution and delly the Agreement (as defined below). This opinion letter is being furnished to the contamination of the transaction contemplated by the Agreement. Acceptance of this opinion letter by the conclusive operates as your acknowledgement that this opinion letter as dessess all the specific legal issues that are to be dealt with in my opinions of the transaction contemplated by the Agreement that this opinion letter as dessess all the specific legal issues that are to be dealt with in my opinions of the present. Capitally a terms and but not defined herein have the meanings given to them in the greement.

In rendering the opinions section herein, whave examined and relied upon originals or copies of the Master Equipment 1. 2012 archase Agreement No. 3117270 dated as June 21, 2012, and Lease Schedule No. 310-310-270-000 and Lease Purchase Agreement (collectively, the "Agreement"), each between Lease eand Bank of America National Association, as lessor ("Lessor"). I have also examined and relied on the actions taken by the Board of Trustees of Lessee trauthorize on behalf of Lessee the execution and delivery of the Agreement ("Approval").

In addition, except as atherwise stated herein, in expressing the opinions set forth herein, I have examined and relies apon such other documents and records as I have deemed necessary, and as to questions of the material to my opinions, I have relied upon representations of the Lessee contained in the Agreement and other certifications of the Lessee and others furnished in connection with the closing of this transaction, without undertaking to verify the same by independent investigation.



BANK OF AMERICA NATIONAL ASSOCIATION [Funding Date] Page 2

I have assumed without investigation: (i) the authenticity and completeness of all documents and other writings submitted to or reviewed by me as originals, and the conformity in all respects to originals of all documents and other writings submitted to or reviewed by me as copies or reproductions of originals; (ii) except for the genuineness of the signatures on behalf of the Lessee to the Agreement, the genuineness of all signatures to all such documents and other writings; and (iii) except for the due authorization, execution, and delivery of the Agreement by the Lessee, that all such documents and other writings have been authorized, executed, and delivered by the parties to such documents and other writings.

Agreements, understandings, or negotiations between the parties to set forth in the Agreement that would modify the terms or rights and obligations of the parties.

Whenever a statement herein is qualified by my knowledge" or "kap in to me," it shall be deemed to indicate that, during the course my representation of the Lage in connection with this transaction, no information the yould give the current actual knowledge of the inaccuracy of such statement has come to my attenden. As we not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by me during the preparation this opinion let in should not be regarded as such investigation. No inference as to my knowledge of any matters bearing upon the accuracy of any such statements should be drawn from the act of my presentation of the Lessee.

On the basis of, subjective and in reliance than the foregoing, I am of the opinion that:

- Lesses a public community consec district and is a political subdivision of California within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as intended
- The Exercises been duly authorized, executed, and delivered by Lessee. The Agreement constitutes the legal, valid, and binding obligation of Lessee, enforceable gainst essee in accordance with its terms.
- 3. Lessee's name adicated above in the first sentence of this opinion letter is its thue, correct, and complete legal name.
- 4. Any applicable public bidding requirements on Lessee's part have been met in connection with the Agreement and the transactions contemplated thereby.
- 5. There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings known to me, before any public body, court, arbitrator, or administrative agency, which, either



BANK OF AMERICA NATIONAL ASSOCIATION [Funding Date] Page 3

individually or in the aggregate, would materially adversely affect the transaction contemplated by the Agreement, or the ability of Lessee to perform its obligations under the Agreement, or question the validity of the Approval. Further, to my knowledge, Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property, or for the payment of any rent under any lease agreement which ther individually or in the aggregate, would have the same such effect.

- The Equipment leased pursuant to the Agreement computes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- 7. The Uniform Commercial Code, an abpted in the State of California will govern the method of perfecting Lessor's secreity integral in the Equipment.

The opinions expressed herein are subject to the wing qualifications:

- (i) The enforceability of the agreement is subjected bankruptcy, insolvency, reorganization, moratorium, and similar laws of general application affecting the rights of creditors, including, without limitation, law pertaining a preferential or fraudulent transfers, and is subject to limitation.
- (ii) The static cability of the Agreement is subject to equitable principles, regardless of whether the issue of the forceabilities considered an a proceeding at law or in equity, and the remedy of specific performance that and other forms of equitable relief may be unavailable and may be subjected certain equitible defenses and the discretion of the court before which any proceeding where for may be brought.
- My opinions are renegled as of the date of this letter, and I have no obligation to update its opinions for everal occurring after the date of this letter or for any facts which hereafter come to my attentions.
- (iv) I denot express any opinion as to the enforceability of any indemnification, choice of law, or ch
- (v) My opinions do not extend to, and I express no opinions with respect to, any laws other than the laws of the State of California, but exclusive of the usury, tax, and securities laws, rules, and regulations of the State of California and the laws of the State of California relating to debt limitations and restrictions applicable to public entities.



BANK OF AMERICA NATIONAL ASSOCIATION [Funding Date]
Page 4

This opinion letter is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Lease, provided that I understand and agree that this opinion letter may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Lease. I bring to your attention the fact that my legal opinions are an expression of professional judgment and are not guarantee of a result.

Respectfully sales atted,

BURKE, WILLIAMS SORENSEN, LLP

JACK P. LIPTON, Ph.D., Esq.

General Coursel

COAST MMUNITY COLLEGE DISTRICT

cc: W. Andrew Dunn, Vice-Chancellor Finances Administrative Services
Dr. Andrew Jones, Chancellor
Jim Moreno, Boardens Dat



Board of Trustees David A. Grant Mary L. Hornbuckle Jim Moreno Jerry Patterson Lorraine Prinsky, Ph.D.

Joe Venegas III, Student Trustee

Chancellor Andrew C. Jones, Ed.D.

EXHIBIT A-5 (To Lease Schedule No. **500-3117270-000**)

BANK OF AMERICA NATIONAL ASSOCIATION 135 S. LaSalle Street Mail Stop IL4-135-10-12 Chicago, Illinois 60603

21, 2	Master Equipment Lease/Purchase Agreement No. 3117270 dated as of E 21, 2012 and Lease Schedule No. 500-3117270-000 dated as of JUNI 2012, each between BANK OF AMERICA NATIONAL ASSOCIATION, a br, and COAST COMMUNITY COLLEGE DISTRICT, as lessee - Essentia
	of Equipment.

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. 500-3117270-000 is essential to the governmental functions of COAST COMMUNITY COLLEGE DISTRICT, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

COAST COMMUNITY COLLEGE DISTRICT

By:	
Printed Name:_	
Title:	

EXHIBIT A-6 (To Lease Schedule No. 500-3117270-000)

June 20, 2012

Insurance Agent:

Keenan & Associates

Insurance Agency: Address:

901 Calle Amanecer, #200 San Clemente, CA 92673

Telephone Number:

949-940-1760

Facsimile Number/email: www.keenan.com

Re:

Insurance Requirements Under the Master Equipment Lease/Purchase

Agreement No3117270 dated as of JUNE 21, 2012 and Lease Schedule No. 500-3117270-000 dated as of JUNE 21, 2012, each by and between BANK OF AMERICA NATIONAL ASSOCIATION.

as Lessor, and COAST COMMUNITY COLLEGE DISTRICT, as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. 500-3117270-000, COAST COMMUNITY COLLEGE DISTRICT, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name BANK OF AMERICA NATIONAL ASSOCIATION and/or its Assigns ("BANA") as an additional insured.
- В. Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. 500-3117270-000 attached hereto and in the amount not less than \$690,553.00. Such insurance shall be endorsed to name BANA as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give BANA 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of BANA shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

COAST COMMUNITY COLLEGE DISTRICT

Ву:						
	Name:					
	Title:					

Statewide Association of Community College CERTIFICATE OF COVERAGE Issue Date 6/13/2012 Protected Insurance Program for Schools LICENSE # 0451271 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY ADMINISTRATOR: AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS Keenan & Associates 901 Calle Amanecer, #200 San Clemente, CA 92673 CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW. **ENTITIES AFFORDING COVERAGE:** 949-940-1760 www.keenan.com ENTITY A: Statewide Association of Community Colleges COVERED PARTY: ENTITY B: Protected Insurance Program for Schools Coast Community College District 1370 Adams Street Costa Mesa CA 92626 ENTITY C: ENTITY D:

THIS:IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENTITY E

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
Α	GENERAL LIABILITY [\$ GENERAL LIABILITY	SWC 01100-15	7/1/2011 7/1/2012	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
Α	AUTOMOBILE LIABILITY [✓ ANY AUTO [✓ HIRED AUTO [✓ NON-OWNED AUTO [✓ JGARAGE LIABILITY [✓ AUTO PHYSICAL DAMAGE	SWC 01100-15	7/1/2011 7/1/2012	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
Α	PROPERTY [✓ ALL RISK [✓ EXCLUDES EARTHQUAKE & FLOOD [] BUILDER'S RISK	SWC 01100-15	7/1/2011 7/1/2012	\$ 5,000	\$ 250,000,000 EACH OCCURRENCE
Α	STUDENT PROFESSIONAL LIABILITY	SWC 01100-15	7/1/2011 7/1/2012	\$ 5,000	s Included EACH OCCURRENCE
В	WORKERS COMPENSATION [V] EMPLOYERS' LIABILITY	PIPS10908	7/1/2011 7/1/2012	\$	[]WC STATUTORY LIMITS [√] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [] EMPLOYERS' LIABILITY			s	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

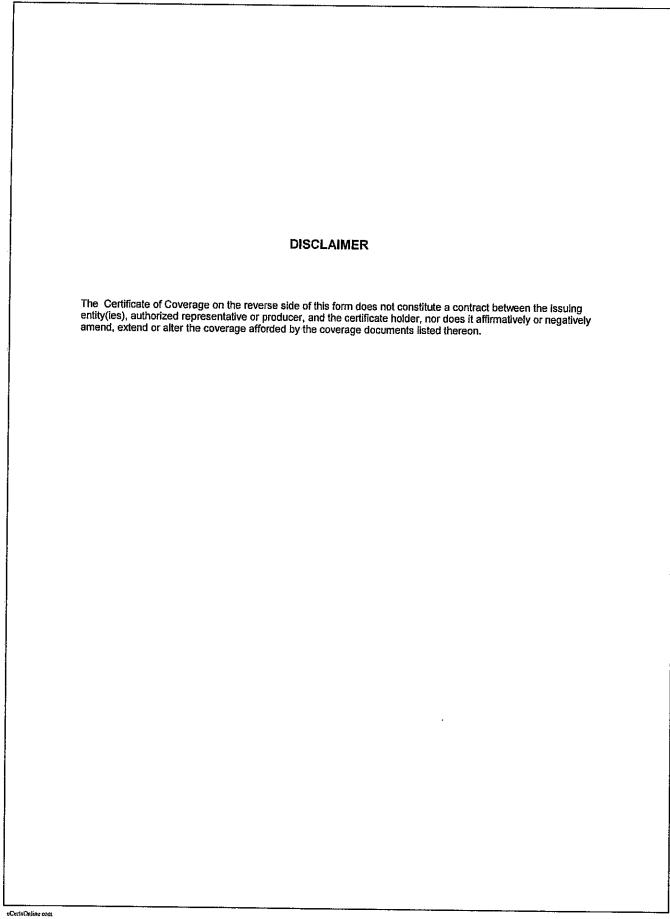
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS: As respects to Master Equipment Lease/Purchase Agreement No. 3117270,

CERTIFICATE HOLDER: Purchase Agreement No. 3117270

Bank of America National Association 135 S. LaSalle Street Chicago IL 60603 CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL $30\,$ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

Graham Grice

AUTHORIZED REPRESENTATIVE



ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY Coast Community College District	COVERAGE DOCUMENT SWC 01100-15	ADMINISTRATOR Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

Bank of America National Association 135 S. LaSalle Street Chicago IL 60603

As Respects:

As respects to Master Equipment Lease/Purchase Agreement No. 3117270.

BANK OF AMERICA NATIONAL ASSOCIATION and/or its Assigns ("BANA") are named as Additional Covered Parties.

The interest of BANA shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Authorized Representative

Gwar S B

Issue Date: 6/13/2012



Board of Trustees David A. Grant Mary L. Hornbuckle Jim Moreno Jerry Patterson Lorraine Prinsky, Ph.D.

Joe Venegas III, Student Trustee

Chancellor Andrew C. Jones, Ed.D.

EXHIBIT A-7 (To Lease Schedule No. **500-3117270-000**) **JUNE 21, 2012**

N/A, See Exhibit A-6

BANK OF AMERICA NATIONAL ASSOCIATION

135 S. LaSalle Street Mail Stop IL4-135-10-12 Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. 3117270 dated as of JUNE 21, 2012 and Lease Schedule No. 500-3117270-000 dated as of JUNE 21, 2012, each by and between BANK OF AMERICA NATIONAL ASSOCIATION, as lessor, and COAST COMMUNITY COLLEGE DISTRICT, as lessee - Self-insurance

Gentlemen:

Under the above-referenced Lease Schedule No. 500-3117270-000, COAST COMMUNITY COLLEGE DISTRICT, as lessee ("Lessee"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Lessee has an adequate self-insurance program. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

COAST COMMUNITY COLLEGE DISTRICT

Ву:	 	 	
Name:	 ······································	 	
T :41			
Title:			

EXHIBIT A-8 (To Lease Schedule No. **500-3117270-000**) — (IF APPLICABLE)

BANK-QUALIFIED DESIGNATION

The COAST COMMUNITY COLLEGE DISTRICT, as lessee (the "Lessee"), under Lease Schedule No. 500-3117270-000 to which this Designation is attached, hereby designates Lease Schedule No. 500-3117270-000 as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including Lease Schedule No. 500-3117270-000) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which Lease Schedule No. 500-3117270-000 is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of Lease Schedule No. 500-3117270-000.

EXECUTED on 20th day of June 2012.

COAST COMMUNITY COLLEGE DISTRICT, as lessee

Signature:	
Printed Name:	
Title:	

EXHIBIT A-9 (To Lease Schedule No. **500-3117270-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3117270 AS EXHIBIT D.]

EXHIBIT D FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF COAST COMMUNITY COLLEGE DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATE JUNE 21, 2012 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, COAST COMMUNITY COLLEGE DISTRICT (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of CALIFORNIA, is authorized by the laws of the State of CALIFORNIA to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with BANK OF AMERICA NATIONAL ASSOCIATION(the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Coast District, President, Board of Trustees of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Coast District, President, Board of Trustees of the Lessee is hereby authorized and directed to execute, and the Secretary of the Board of the Coast District Board of Trustees of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the

Secretary of the Board of the Coast District Board of Trustees, of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

- Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule.
- Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.
- Section 4. Appointment of Authorized Lessee Representatives. The Vice President of Administrative Services for Coastline and the Interim Director of Information Technology of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.
- Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.
- Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Title:

EXHIBIT A-10
(To Lease Schedule No. 500-3117270-000)
[Attach Form Ucc-1 With Attachment]

UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	Bank of A	uwill be filed by merica∵National As				
1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name		SPACE IS FOR FILING OFFICE L	ISE ONLY			
1a. ORGANIZATION'S NAME						
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX			
1c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY			
ADD'L INFO RE 19. TYPE OF ORGANIZATION DEBTOR	11. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any				
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only	<u>'</u> y <u>one</u> debtor name (2a or 2b) – do not abbreviate	or combine names	LINONE			
2a. ORGANIZATION'S NAME						
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX			
2c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY			
ADD'L INFO RE 29, TYPE OF ORGANIZATION DEBTOR	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	None			
B. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of 39. ORGANIZATION'S NAME	ASSIGNOR S/P) - insert only one secured p	arty name (3a or 3b)				
OR						
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX			
3c. MAILING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY			
. This FINANCING STATEMENT covers the following collateral:						
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR COI 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	NSIGNEE/CONSIGNOR BAILEE/BAILOR 1 7. Check to REQUEST SEARCH REPORT(2) [ADDITIONAL FEE] [optional	SELLER/BUYER AG. LIEN S) on Debtor(s) All Debtors Do	NON-UCC FILING			

	ck) CAREFULLY				
P. NAME OF FIRST DEBTOR (1a or 1t) ON RELATED FINANCING STAT	EMENT			
9a. ORGANIZATION NAME					
DR 85. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX			
0. MISCELLANEOUS:					
			THE ABOVE SPACE	E IS FOR FILING OFFI	CE LISE ONLY
1. ADDITIONAL DEBTOR'S EXAC	T FULL LEGAL NAME - insert only	у <u>one</u> name (11a or 11b) — do not abb	reviate or combine name	es	OI
11a. ORGANIZATION'S NAME					<u> </u>
OR 11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
1c. MAILING ADDRESS		СПҮ	STATE	POSTAL CODE	COUNTRY
ADD'L INFO I ORGANIZATI DEBTOR	RE 11e. TYPE OF ORGANIZATION ON	11f. JURISDICTION OF ORGANIZA	TION 11g. ORG	GANIZATIONAL ID#, If any	
2. ADDITIONAL SECURED PA	ARTY'S <u>or</u> 🔲 ASSIGNOR S/	P's NAME – insert only one name	(12a or 12b)		
12a. ORGANIZATION'S NAME					
OR 12b. INDIVIDUAL'S LAST NAME		1			
TEN. INDIVIDUALS DAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
		5111			COUNTRY
3. This FINANCING STATEMENT covers collateral, or is filed as a fixture filin 4. Description of real estate:		16 Additional policional description			COUNTRY

ATTACHMENT TO UCC-1

LESSEE/DEBTOR:

WS-C3750X-12S-E CAB-SPWR-30CM

CAB-STACK-50CM

CAB-3KX-AC

COAST COMMUNITY COLLEGE DISTRICT

LESSOR/SECURED PARTY: BANK OF AMERICA NATIONAL ASSOCIATION

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. 3117270 dated as of JUNE 21, 2012 and Lease Schedule No. 500-3117270-000 dated JUNE 21, 2012, by and between Lessor/Secured Party, as lessor, and Lessee/Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof, which equipment is more fully described below:

PART #	DESCRIPTION
	College Center
	4th Floor Assessment IDF
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base
CAB-16AWG-AC	AC Power cord, 16AWG
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable
GLC-T=	1000BASE-T SFP
14/C CD0C00 40TO I	4th Floor IDF
WS-C2960S-48TS-L	Catalyst 2960S 48 GigE, 4 x SFP LAN Base
CAB-16AWG-AC	AC Power cord, 16AWG
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
CAB-STK-E-0.5M GLC-T=	Cisco FlexStack 50cm stacking cable 1000BASE-T SFP
GLC-1=	1000DASE-1 SFP
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base
CAB-16AWG-AC	AC Power cord, 16AWG
C2960S-STACK	Catalyst 2960S FlexStack Stack Module optional for LAN Base
CAB-STK-E-1M	Cisco FlexStack 1m stacking cable
GLC-SX-MM=	GE SFP, LC connector SX transceiver
	3rd Floor 3750X 12 SFP Switch Stack
WS-C3750X-12S-E	Catalyst 3750X 12 Port GE SFP IP Services
C3KX-PWR-350WAC/2	Catalyst 3K-X 350W AC Secondary Power Supply
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable
CON-SNT-C375X12E	SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service

Catalyst 3750X 12 Port GE SFP IP Services

Catalyst 3750X Stack Power Cable 30 CM

Cisco StackWise 50CM Stacking Cable

AC Power Cord for Catalyst 3K-X (North America)

CON-SNT-C375X12E GLC-SX-MM= GLC-T= SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service GE SFP, LC connector SX transceiver 1000BASE-T SFP

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M 3rd Floor IDF

Catalyst 2960S 48 GigE, 4 x SFP LAN Base AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M GLC-SX-MM= Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM= Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M 2nd Floor IDF

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M GLC-SX-MM= Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable GE SFP, LC connector SX transceiver

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM= 1st Floor Bookstore IDF

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M 1st Floor IDF

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 1m stacking cable

GLC-SX-MM=

GE SFP, LC connector SX transceiver

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM= Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

Garden Grove

WS-C3750X-48T-S

C3KX-NM-1G CAB-STACK-50CM CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48T-S

C3KX-PWR-350WAC/2

CAB-STACK-50CM CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48T-S

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48PF-S

C3KX-PWR-1100WAC/2

CAB-STACK-1M

CAB-SPWR-30CM

CAB-3KX-AC

GLC-SX-MM=

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

GLC-SX-MM=

WS-C2960S-48TS-L

1st Floor IDF - 3750X Stack

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 1G Network Module option PID

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 350W AC Secondary Power Supply

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Data IP Base

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 1M Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

2nd Floor IDF

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

GE SFP, LC connector SX transceiver

3rd Floor IDF

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M GLC-SX-MM=

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM=

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M GLC-SX-MM=

WS-C3750X-48T-S C3KX-NM-1G

CAB-STACK-50CM CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48T-S CAB-STACK-50CM CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48PF-S

C3KX-PWR-1100WAC/2 CAB-STACK-1M

CAB-SPWR-30CM CAB-3KX-AC

GLC-SX-MM=

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

3rd Floor Cisco Academy

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver

Le Jao

2nd Floor IDF

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 1G Network Module option PID

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Data IP Base

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 1M Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

ist Floor IDF

WS-C2960S-48TS-L

CAB-16AWG-AC

C2960S-STACK

CAB-STK-E-0.5M

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-1M

GLC-SX-MM=

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM= Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FiexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 1m stacking cable GE SFP, LC connector SX transceiver

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

OSI

OSW

3560X w/ EIGRP

WS-C3560X-48T-S Catalyst 3560X

C3KX-PWR-350WAC/2

CAB-3KX-AC

C2960S-STACK

CAB-STK-E-0.5M

GLC-T=

Catalyst 3560X 48 Port Data IP Base

Catalyst 3K-X 350W AC Secondary Power Supply

AC Power Cord for Catalyst 3K-X (North America)

2960S Stack

WS-C2960S-48TS-L Catalyst 2960S 48 GigE, 4 x SFP LAN Base

CAB-16AWG-AC AC Power cord, 16AWG

C2960S-STACK Catalyst 2960S FlexStack Stack Module optional for LAN Base

CAB-STK-E-0.5M Cisco FlexStack 50cm stacking cable

CAB-16AWG-AC AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

1000BASE-T SFP

1st Floor IDF

WS-C3560X-48T-S Catalyst 3560X 48 Port Data IP Base

Catalyst 3K-X 350W AC Secondary Power Supply

Catalyst 3K-X 1G Network Module option PID

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

1000BASE-T SFP

WS-C2960S-48TS-L

C3KX-PWR-350WAC/2

C3KX-NM-1G

CAB-3KX-AC

GLC-SX-MM=

GLC-T=

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

GLC-T=

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

1000BASE-T SFP

2nd Floor IDF

WS-C2960S-48TS-L

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK

CAB-STK-E-0.5M

GLC-SX-MM=

Catalyst 2960S 48 GigE, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable GE SFP, LC connector SX transceiver

Newport Beach Learning Center

MDF

WS-C3750X-12S-E CAB-SPWR-30CM

CAB-3KX-AC

CAB-STACK-50CM

CON-SNT-C375X12E

WS-C3750X-48T-S

C3KX-PWR-350WAC/2

CAB-STACK-1M

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48PF-S

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48PF-S

C3KX-PWR-1100WAC/2

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

GLC-SX-MM=

GLC-T=

Catalyst 3750X 12 Port GE SFP IP Services

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Cisco StackWise 50CM Stacking Cable

SMARTNET 8X5XNBD Catalyst 3750X 12 Port GE SFP IP Service

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 350W AC Secondary Power Supply

Cisco StackWise 1M Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

1000BASE-T SFP

Cisco 3945 w/SPE150(3GE,4EHWIC,4DSP,4SM,256MBCF,1GBDRAM,IPB)

Cisco 3925-3945 IOS UNIVERSAL

CISCO3945/K9

S39UK9-15104M

MEM-CF-256U1GB PWR-3900-AC/2 CAB-AC

CAB-CONSOLE-USB CON-SNTP-3945

256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900 Cisco 3925/3945 AC Power Supply (Secondary PS)

AC Power Cord (North America), C13, NEMA 5-15P, 2.1m

Console Cable 6 ft with USB Type A and mini-B SMARTNET 24X7X4 Cisco 3945 w/SPE150

SURTD5000RMXLT3U

WBEXTWAR1YR-SP-05 WBEXTWAR1YR-SP-04

SURT192RMXLBP3U

AP9626

SMART-UPS RT 5000VA RACK TOWER 208V CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

SURT 192 VOLT RM BATTERY PK CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES

IDF 1.2

WS-C2960S-48FPS-L

CAB-16AWG-AC C2960S-STACK CAB-STK-E-0.5M Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

Catalyst 2960S FlexStack Stack Module optional for LAN Base

Cisco FlexStack 50cm stacking cable

GLC-SX-MM=

GE SFP, LC connector SX transceiver

SMX2000RMLV2U

WBEXTWAR1YR-SP-04

AP9630

SMX120RMBP2U

WBEXTWAR1YR-SP-03

SMART UPS X 2000VA RT RACK / TOWER LCD 100-127V

1YR EXTENDED WARRANTY 24X7

UPS NETWORK MANAGEMENT CARD 2

EXTERNAL BATTERY PACK FOR SMART UPS X RT 120V CUST PAY FRIGHT

1YR EXTENDED WARRANTY 24X7

IDF 1.3

WS-C2960S-48FPS-L

CAB-16AWG-AC GLC-SX-MM=

Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base

AC Power cord, 16AWG

GE SFP, LC connector SX transceiver

SMX2000RMLV2U

WBEXTWAR1YR-SP-04

AP9630

SMX120RMBP2U

WBEXTWAR1YR-SP-03

SMART UPS X 2000VA RT RACK / TOWER LCD 100-127V

1YR EXTENDED WARRANTY 24X7

UPS NETWORK MANAGEMENT CARD 2

EXTERNAL BATTERY PACK FOR SMART UPS X RT 120V CUST PAY FRIGHT

1YR EXTENDED WARRANTY 24X7

IDF 3.1

WS-C3750X-48T-S CAB-STACK-50CM CAB-SPWR-30CM

CAB-3KX-AC

Catalyst 3750X 48 Port Data IP Base Cisco StackWise 50CM Stacking Cable Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

WS-C3750X-48PF-S

C3KX-NM-1G

C3KX-PWR-1100WAC/2 CAB-STACK-50CM

CAB-SPWR-30CM

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1G Network Module option PID

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

CAB-3KX-AC

WS-C3750X-48PF-S

C3KX-NM-1G

C3KX-PWR-1100WAC/2

CAB-STACK-1M

CAB-SPWR-30CM

CAB-3KX-AC

GLC-SX-MM=

SURTD5000RMXLT3U

WBEXTWAR1YR-SP-05 SURT192RMXLBP3U

WBEXTWAR1YR-SP-04

AP9626

WS-C3750X-48T-S

C3KX-NM-1G

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48T-S

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48T-S

C3KX-NM-1G

C3KX-PWR-350WAC/2

CAB-STACK-50CM

CAB-SPWR-30CM

CAB-3KX-AC

WS-C3750X-48PF-S

C3KX-PWR-1100WAC/2 CAB-STACK-1M

CAB-SPWR-30CM

CAB-3KX-AC

GLC-SX-MM=

SURT8000RMXLT6U

WBEXTWAR1YR-SP-06

SURT192RMXLBP3U

WBEXTWAR1YR-SP-04

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1G Network Module option PID

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 1M Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

SMART-UPS RT 5000VA RACK TOWER 208V CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

SURT 192 VOLT RM BATTERY PK CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES

IDF 3.2

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 1G Network Module option PID

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Data IP Base

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Data IP Base

Catalyst 3K-X 1G Network Module option PID

Catalyst 3K-X 350W AC Secondary Power Supply

Cisco StackWise 50CM Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

Catalyst 3750X 48 Port Full PoE IP Base

Catalyst 3K-X 1100W AC Secondary Power Supply

Cisco StackWise 1M Stacking Cable

Catalyst 3750X Stack Power Cable 30 CM

AC Power Cord for Catalyst 3K-X (North America)

GE SFP, LC connector SX transceiver

SMART-UPS RT 8000VA RACK TOWER 208V CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

SURT 192 VOLT RM BATTERY PK CUST PAYS FRT

1YR EXTENDED WARRANTY 24X7

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STEP DOWN TRANSFORMER 208V IN 120V RM 2U OUT W/5-20 RECEPTACLES

Wireless

AIR-LAP1042-AK9-10

Cisco 1042 802.11a/g/n Fixed Unified AP; Int Ant; A Reg Domain, 10 APs

AIR-CT5508-100-K9 AIR-PWR-CORD-NA

AIR Line Cord North America

CON-SNT-CT08100

SMARTNET 8X5XNBD Cisco 5508 Series

GLC-T=

1000BASE-T SFP

LIC-CT5508-UPG

Primary SKU for all upgrade options on the Cisco 5508 WC

LIC-CT5508-50A CON-SNT-LCT50A 50 AP Adder License for the 5508 Controller

CON-SNT-LCTUPG

SMARTNET 8X5XNBD 50 AP Adder License for the 5508

Cisco 5508 Series Wireless Controller for up to 100 Aps

SMARTNET 8X5XNBD Primary SKU

L-NCS-1.0-ADD-K9

Cisco Prime NCS Add-on Licenses Family

L-NCS-1.0-50-ADD

Cisco Prime NCS Add-on License for 50 Devices

CON-SAU-NCS150A

SW APP SUPP + UPGR Cisco Prime NCS Add-on License for 50 De

CON-SAU-NCS1ADD

SW APP SUPP + UPGR Cisco Prime NCS Add-on Licenses Family

R-LMS-4.1-100-K9 CON-SAS-RLMS100K Cisco Prime LAN Management Solution

Cisco Prime LMS 4.1 Base download - 100 device license SW APP SUPP LMS 4.1 Base download for up to 100

Extra GBICs

GLC-SX-MM=

GLC-T=

GE SFP, LC connector SX transceiver

1000BASE-T SFP

Additional Discounting and Incentives

Cisco IronPort Web and Email Security Appliances - Buy 1 Year, Cisco will cover years 2 at

IronPort Dual Appliance Bundle, 2 Year: Includes 2-C370 appliance, Anti-Spam, Anti-Virus, Outbreak Filters, 7X24 Platinum Support

Cisco IronPort Web Security Bundle (1k-1,999k users) Two Year

Bundle includes:

One S370 Web Security Appliance, 7X24 Platinum Support

Web Usage Controls, Web Reputation Filtering

Extended SMARTNET - Years 2-5

EBUN-2A-ED-SQR-5Y WBUN-1A-ED-DB-5Y

	3°	

BANK OF AMERICA NATIONAL ASSOCIATION

INFORMATION SHEET

LESSEE NAME: COAST COMMUNITY COLLEGE	DISTRICT	
FEDERAL I.D.:		
BILLING ADDRESS:		
Billing Contact		
Street Address or Post Office Box		· · · · · · · · · · · · · · · · · · ·
City, State and Zip		
Phone Number	Fax Number	
PHYSICAL ADDRESS (IF DIFFERENT):		
Street Address or Post Office Box		
City, State and Zip		
Require Board Approval for Payments? Yes_	No	
Board Meeting Date?		

EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of COAST COMMUNITY COLLEGE DISTRICT, a body corporate and politic duly organized under the laws of the State of CALIFORNIA, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement No. 3117270 dated as of JUNE 21, 2012 (the "Agreement") between COAST COMMUNITY COLLEGE DISTRICT and BANK OF AMERICA NATIONAL ASSOCIATION and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE	SIGNA	ATURE
IN WITNESS WHEREOF,	I have duly executed this GE DISTRICT hereto this	Certificate and affixed	ed the seal of 20
[SEAL]			
		Secretary Clerk	

(other than the person signing the documents)

EXHIBIT C OPINION OF LESSEE'S COUNSEL

1851 East, First Street - Suite 1550 Santa Ana, California 92705-4067 voice 949.863.3363 - fax 949.863.3350 www.bwslaw.com

> Toll Free: 800.333.4297 jlipton@bwslaw.com

[Funding Date]

BANK OF AMERICA NATIONAL ASSOCIATION 135 S. LaSalle Street Mail Stop IL4-135-10-12 Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. 3117 Q dated as of June 21. 2012 and Lease Schedule thereto

To Whom It Concerns:

I am the General Counsel of the Coast Comfattity C. Oge District ("Lessee"), and have acted as such in connection with the execution and dell the Agreement (as defined below). This opinion letter is being furnished to the at the request the Lessee and in satisfaction of a precondition that you have set to the confattion of the transaction contemplated by the Agreement. Acceptance of this opinion letter by a popularive operates as your acknowledgement that this opinion letter achtesses all the specific legal issues that are to be dealt with in my opinions of the preement.

In rendering the opinions set orth herein, have examined and relied upon originals or copies of the Master Equipment Language Agreement No. 3117270 dated as June 21, 2012, and Lease Schedule No. 301-321270-000 date. June 21, 2012 which incorporates the terms of the aforement Master Equipment Lease/Purchase Agreement (collectively, the "Agreement"), each between Lease and Bank of America National Association, as lessor ("Lease"). I have also examined and relied on the actions taken by the Board of Trustees of Lessee to authorize on behalf of Lessee the execution and delivery of the Agreement ("Approval").

In addition, except a therwise stated herein, in expressing the opinions set forth herein, I have examined are relied upon such other documents and records as I have deemed necessary, and as to questions of the material to my opinions, I have relied upon representations of the Lessee contained in the Agreement and other certifications of the Lessee and others furnished in connection with the closing of this transaction, without undertaking to verify the same by independent investigation.



BANK OF AMERICA NATIONAL ASSOCIATION [Funding Date]
Page 2

I have assumed without investigation: (i) the authenticity and completeness of all documents and other writings submitted to or reviewed by me as originals, and the conformity in all respects to originals of all documents and other writings submitted to or reviewed by me as copies or reproductions of originals; (ii) except for the genuineness of the signatures on behalf of the Lessee to the Agreement, the genuineness of all signatures to all such documents and other writings; and (iii) except for the due authorization, execution, and delivery of the Agreement by the Lessee, that all such documents and other writings have been due authorized, executed, and delivered by the parties to such documents and other writings. There have assumed that there are no agreements, understandings, or negotiations between the parties of set forth in the Agreement that would modify the terms or rights and obligations of the lattices.

Whenever a statement herein is qualified by my knowledge" or "known to me," it shall be deemed to indicate that, during the course my representation of the Laste in connection with this transaction, no information the yould give the current actual knowledge of the inaccuracy of such statement has come to my attendard. Lave not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by me during the preparation. This opinion letter should not be regarded as such investigation. No inference as to my knowledge of the Lessee.

On the basis of, subjection and in reliable upon the foregoing, I am of the opinion that:

- 1. Lesse a public community coarge district and is a political subdivision of California within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as comended.
- The preement has been duly authorized, executed, and delivered by Lessee. The Agreement constitutes the legal, valid, and binding obligation of Lessee, enforceable gainst lessee in accordance with its terms.
- 3. Lessee's name adicated above in the first sentence of this opinion letter is its the, correct, and complete legal name.
- 4. Any sple public bidding requirements on Lessee's part have been met in connection with the Agreement and the transactions contemplated thereby.
- 5. There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings known to me, before any public body, court, arbitrator, or administrative agency, which, either



BANK OF AMERICA NATIONAL ASSOCIATION [Funding Date] Page 3

individually or in the aggregate, would materially adversely affect the transaction contemplated by the Agreement, or the ability of Lessee to perform its obligations under the Agreement, or question the validity of the Approval. Further, to my knowledge, Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property, or for the payment of any rent under any lease agreement which the individually or in the aggregate, would have the same such effect.

- The Equipment leased pursuant to the Agreement considers personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- 7. The Uniform Commercial Code, a gropted in the State of California, will govern the method of perfecting Lessor's scargity integers in the Equipment.

The opinions expressed herein are subject to the source qualifications:

- (i) The enforceability of the green at is subject a bankruptcy, insolvency, reorganization, moratorium, and similar lasts of general application affecting the rights of creditors, including, without limitation, law pertaining the ferential or fraudulent transfers, and is subject to limitations as alleged against commentations.
- (ii) The embreceability of the Agreement is subject to equitable principles, regardless of whether the issue in enforceability is considered in a proceeding at law or in equity, and the remedy of specific perfectionance in the sand other forms of equitable relief may be unavailable and may be subjected certain equitable defenses and the discretion of the court before with any paragraphic perfor may be brought.
- My opinions are remarked as of the date of this letter, and I have no obligation to update it opinions for event occurring after the date of this letter or for any facts which hereafter come to my attentions
- (iv) I do not express any opinion as to the enforceability of any indemnification, choice of law, or c
- (v) My opinions do not extend to, and I express no opinions with respect to, any laws other than the laws of the State of California, but exclusive of the usury, tax, and securities laws, rules, and regulations of the State of California and the laws of the State of California relating to debt limitations and restrictions applicable to public entities.



BANK OF AMERICA NATIONAL ASSOCIATION
[Funding Date]
Page 4

This opinion letter is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Lease, provided that I understand and agree that this opinion letter may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Lease. I bring to your attention the fact that my legal opinions are an expression of professional judgment and are not guarantee of a result.

Respectfully submitted,

BURKE WILLIAMS CORENSEN, LLP

JACK P. LIPTON, Ph.D., Esq.

General Coursel

COAST COMMUNITY COLLEGE DISTRICT

cc: W. Andrew Dunn, Vice-Chancelle Finance Administrative Services
Dr. Andrew Jones, Chancellor
Jim Moreno, Boardane Cat

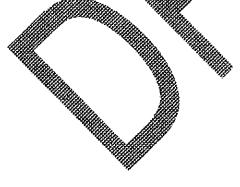


EXHIBIT D FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF COAST COMMUNITY COLLEGE DISTRICT, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATE JUNE 21, 2012 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, COAST COMMUNITY COLLEGE DISTRICT (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of CALIFORNIA, is authorized by the laws of the State of CALIFORNIA to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions; and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with BANK OF AMERICA NATIONAL ASSOCIATION(the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

Now, Therefore, Be It And It is Hereby Resolved by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Coast District, President, Board of Trustees of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Coast District, President, Board of Trustees of the Lessee is hereby authorized and directed to execute, and the Secretary of the Board of the Coast District Board of Trustees of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the

Secretary of the Board of the Coast District Board of Trustees, of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

- Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule.
- Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.
- Section 4. Appointment of Authorized Lessee Representatives. The Vice President of Administrative Services for Coastline and the Interim Director of Information Technology of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.
- Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
- Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.
- Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 20th day of June,

COAST COMMUNITY COLLEGE DISTRICT
as lessee

By:_____
Printed Name:____
Title:___

ATTEST:

Title: _____

BANK OF AMERICA NATIONAL ASSOCIATION

INFORMATION SHEET

LESSEE NAME: COAST COMMUNITY C	OLLEGE DISTRICT	
FEDERAL I.D.: <u>95-6002272</u>		
BILLING ADDRESS:		
Coast Community College District, 1370 Adams, Costa Mesa, CA 92626		
Billing Contact - Anthony Maciel		
11460 Warner Avenue,		
Fountain Valley, CA 92708		
Phone Number: 714-241-6225	Fax Number: 714-241-6252	
PHYSICAL ADDRESS (IF DIFFERENT):		
Street Address or Post Office Box		
City, State and Zip		
Require Board Approval for Payments?X Board Meeting Date? June 20, 2012	Yes No	

(Rev. December 2011)

Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service	1													- 1					
	Name (as shown or	your income	tax return)																	
	COAST COMM	UNITY CO	LLEGE DIS	STRICT	r															
જાં	Business name/disa	egarded entity	/ name, if diffe	rent from	n above															******
Print or type Specific Instructions on page																				
<u>.</u>	Check appropriate	box for federal	tax classificat	tion:																
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8 6		• '														-	¬			
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ě	1370 ADAMS A	VENUE																		
9	City, state, and ZIP	code																		
Se	COSTA MESA,	CA 92626	i																	
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Part	II Certific	ation						~~~~~~~~~~									1			
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2. I an	not subject to ba	ckup withho	iding becaus	se: (a) I s	am exem	pt from ba	ckup wit	nholding	1. or (b)	l hav	e not	beer	n notii	ied t	ov th	e Inte	mal I	Reve	nue	ı
Sen	/ice (IRS) that I am	i subject to b	oackup withh	noiding a	as a resu	it of a failur	re to rep	ort ali ini	terest c	or divi	dend	s, or	(c) the	IRS	has	notif	ed m	e the	at I a	ım
no l	onger subject to b	ackup withh	olding, and																	
3. lam	a U.S. citizen or o	other U.S. pe	erson (define	d below	v).															
Certific	cation instruction	s. You must	cross out ite	em 2 ab	ove If you	u have bee	n notifie	by the	IRS th	at you	ı are d	curre	ntly s	ubje	ct to	back	up wi	thho	ldin	g
ecaus	e you have failed t	to report all i	nterest and o	dividenc	ds on you	ır tax retur	n. For rea	i estate	transa	ction	s, Iten	n 2 d	oes n	ot ap	ply.	For r	nortg	age		-
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noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer Identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident allen,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- * An estate (other than a foreign estate), or
- * A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- . The U.S. owner of a disregarded entity and not the entity.
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
 - The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TiNs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 - 2. The United States or any of its agencies or instrumentalities,
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 - 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 '	Generally, exempt payees 1 through 7 ²

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* helow

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds pald to an attorney, and payments for services paid by a federal executive agency.

- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:		
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account '		
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor ²		
The usual revocable savings trust (grantor is also trustee) So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ' The actual owner '		
Sole proprietorship or disregarded entity owned by an individual	The owner ³		
Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*		
For this type of account:	Give name and EIN of:		
 Disregarded entity not owned by an individual 	The owner		
8. A valid trust, estate, or pension trust	Legal entity '		
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization		
11. Partnership or multi-member LLC	The partnership		
12. A broker or registered nominee	The broker or nominee		
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity		
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust		

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN.
- . Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsollcited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt, or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

^{*}Note. Granter also must provide a Form W-9 to trustee of trust.

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into the <u>1st</u> day of <u>March</u>, <u>2012</u> by and between <u>Golden West College</u> ("College") and ThreeForks, Inc., a Montana corporation ("ThreeForks"), in consideration of the mutual promises set forth below.

- 1. Description of Services; College Obligations. College engages ThreeForks to provide, and ThreeForks agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. College will provide the following support services for the benefit of ThreeForks: (a) data, access to systems and technical support necessary to complete the Services; and (b) access to members of College's staff as required to complete the Services. ThreeForks agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.
- 2. Term. ThreeForks shall provide the Services commencing on or before March 15th, 2012 (the "Commencement Date") and continuing for the term as described in Appendix A.

3. Compensation.

- a. ThreeForks shall be compensated by College at the rate set forth in <u>Appendix A</u>. College shall pay ThreeForks within 30 calendar days after receipt of an invoice for Services rendered and expenses.
- b. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (non-compounded), but not exceeding 1½% per month from the beginning of the month in which they became overdue. ThreeForks will give College prompt notice if its account becomes delinquent, and College agrees to bring the account current. College agrees to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorneys' fees.
- 4. Independent Contractor status. The parties acknowledge and agree that ThreeForks is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between College and ThreeForks. College shall not control or direct the details and means by which ThreeForks performs its work, except to the extent necessary to coordinate ThreeForks' work with other contributions to collective works and with the general requirements of projects assigned to ThreeForks. ThreeForks shall determine the number of days and hours of its work and shall be solely liable for the wages, fringe benefits, work schedules, and work conditions of its partners or employees, if any.
- 5. Authority. ThreeForks shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. Taxes. ThreeForks shall be responsible for and pay all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. ThreeForks shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes. Social Security taxes, and worker's compensation premiums.

7. Termination of Agreement.

- a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Section 2, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other 30 calendar days written notice.
- b. On termination of this Agreement by College, ThreeForks will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. College's termination of ThreeForks' services will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.
- 8. Confidentiality. In consideration of its engagement with College and of the compensation paid to ThreeForks, ThreeForks agrees to the following conditions relating specifically to College's Confidential Information (as defined below):
- a. Confidential Information includes, but is not limited to, all proprietary information of College such as: trade secrets; designs; drawings; specifications; computer programs; support materials; information regarding College's students, business operations and plans; or other records concerning College's finances, contracts, services or personnel.
- b. ThreeForks shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any Confidential Information that has been obtained as a result of the relationship with College.
- c. ThreeForks shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of College. ThreeForks agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.
- d. This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. ThreeForks will report to College any and all unauthorized disclosures or uses of Confidential Information.
- e. The following information of College shall not be considered Confidential information for purposes of this Agreement: (1) information known by ThreeForks when

received; or (2) information lawfully obtainable from other sources.

- Purchase of Third Party Elements; Compliance with Licenses. "Third Party Elements" means any hardware, software or services, other than the Services to be provided by ThreeForks under this Agreement, that are related to, required for or the subject of the Services to be completed by ThreeForks under this Agreement. College shall be responsible for procuring and purchasing any Third Party Elements. College represents and warrants to ThreeForks that College has (or shall have prior to the commencement of the Services) obtained the necessary licenses, consents, or approvals from third parties necessary for College's ownership and use of Third Party Elements and the performance of the Services by ThreeForks (collectively, the "College's Licenses"). College acknowledges and agrees that it is responsible for complying with the terms of College's Licenses and making sure the Services do not violate the College's Licenses or otherwise violate the rights of thirds parties.
- 10. No Warranties. THREEFORKS MAKES NO WARRANTIES RELATING TO THIRD PARTY ELEMENTS INCLUDED WITH THE SERVICES. THREEFORKS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES OR SUCH THIRD PARTY ELEMENTS.
- 11. Limitation of Liability. THREEFORK'S LIABILTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THREEFORKS SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS) THREEFORKS' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS).
- 12. Indemnification by ThreeForks. Subject to Section 11, ThreeForks agrees to defend, indemnify and hold harmless College, its Board of Trustees, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of ThreeForks' negligence in the performance of this Agreement.
- 13. Indemnification by College. College agrees to defend, indemnify and hold harmless ThreeForks, its directors, officers, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of (a) College's failure to obtain or comply with the College's Licenses or (b) claims against ThreeForks by the owners of Third Party Elements in connection with ThreeForks' performance of the Services.
- 14. Entire Agreement. This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and

superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

- 15. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties.
- 16. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- 17. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.
- 18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
 - 19. Survival. The representations, warranties covenants and agreements of the parties to this Agreement shall survive terminate of this Agreement.
- Third Party Servicer Disclaimer. Golden West College acknowledges that ThreeForks, Inc is not, and shall not be deemed to be, a "third-party servicer" as that term is defined under 34 C.F.R. 668.25. None of the services provided by ThreeForks, Inc for College under this agreement shall be deemed to be administration of any aspect of the College's Federally Funded financial aid program. ThreeForks, Inc does not nor agree to be liable for, and hereby disclaims all liability for, any liability which College might have to the United States government, or any agency to the United States government under any Federally Funded financial aid program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COLLEGE:	ThreeForks, Inc.
	Styrch w. Pite
By:	_
Printed Name:	Printed Name: Stephen Peterson
Title:	Title: President
Date:	_ Date: March 24th, 2012
Notice Address:	Notice Address:
	ThreeForks, Inc
	<u>PO Box 182</u>
	<u>Whitehall, MT 59759</u>

APPENDIX A

- I. SERVICES. ThreeForks shall provide the following services (collectively, the "Services") for PowerFAIDS Implementation and Training:
 - 1. Review of PowerFAIDS parameter roll forward process and migration of selection sets, algorithms and packaging formulas for the new year.
 - 2. Update PowerFAIDS document tracking to enable integration with the new Federal /IRS database matching process.
 - 3. Review the current Direct Loan reconciliation process and provide assistance in automating the monthly reconciliation.
 - 4. Provide support for other staff initiated requests for review of specific functional questions.
 - 5. Provide assistance to the IT Coordinator for PowerFAIDS on technical questions.
- II. TERM. The term of this Agreement shall begin on the Commencement Date and shall continue until completion of the Services, unless terminated earlier as provided herein.
- III. RATE. College shall pay ThreeForks a fee of \$6,000.00 (\$2000.00 per day for 3 days which includes all travel related expenses)
- IV. GENERAL. College agrees to provide ThreeForks access to the reasonable and normal general information required to successfully setup the PowerFAIDS system including institutional documentation of other systems, and business processes that will impact this project.

Coast Community College District

1370 Adams Ave

CHANGE ORDER No. 00002

Costa Mesa, CA 92626

ITLE: D-CO 05 Misc Contract Changes

DATE:

9/29/2011

PROJECT: LRC Construction

CCCD PROJ NO: 13110-971

TO:

Attn: Ed Shaheen

CONTRACT NO: PO313689

Vector Resources, Inc. Phone: 310-436-1179

DSA NO:

ARCH PROJ NO:

Attachment 34

Page 1 of 3

GC PROJ NO:

CHÂN	GES TO GONTRACT	
00036	PCO 119R1 - PCO 119 - Rerouting communication conduits thru common walls and rerouting floor boxes CAT6 cables per RFI 239, 292R1, and 288.	\$23,000.00
00037	PCO 106 - installation of URS trailer, lease renewal month to month Jan 17-2011 - Feb 16, 2011.	\$891.00
00038	PCO 107 - Added Communication patch cables for LRC MDF and Studio; 1800 copper patch cables, 18 fiber patch cables, Pull fiber from control room to MDF, pill horizontal cable from control room to addt'l wall outlet material for 256 Comm. wall outlets, nylon white (already installed). Credit 820 copper patch cables, 34 fiber patch cables, material for 256 comm. wall outlets stainless steel, per RFI 927.	\$8,271.00
00039	PCO 109R1 - power to motorized shades (in association with WCPR 7, VR PCO #20R2) The original plan design was 120V motor runs with flex connections. Since the original design, the blinds were changed to low voltage type connections to motors. There will be wiremold to install with 16 ga wire to each motor connection, installed to switches in wall. The 120v power will be installed at the motor controllers with the low voltage wiring terminated at the controllers.	\$26,941.00
n0040	PCO - 110R1 - Original contract called our for pedestal mounted detail which was built by CW Cole Light Manuf. It has since changed in design with the dictures being drilled thru the mount to the picket fence on both sides. This work includes weatherproof penetrations for the bolt penetrations.	\$1,227.00
00041	PCO 114R1 - Hard wire furniture whips as supplied by the owner to install at 51 locations. Original electrical drawings showed power outlets at the floor boxes with the ships being installed, now at these locations, the receptacles will be given credit to owner, cover plates and with the new wiring, there will be 1 whip/comm outlet & blank plates where the receptacles will not be needed.	\$10,279.00
00042	PCO 115R1 - Expedited Work to Expedite Critical Area: This work was authorized in an effort to complete critical areas to facilitate the (1) air balancing prior to the (2) Furniture delivery and installation. The cost are calculated as premium time (OT) that was in excess of their normal 8 hour day during the period of 11/10-011/24. OT stop shortly after T&Y was terminated.	\$21,583.00
00043	PCO 116 - Oce copier rental overcharges for Feb 2011.	\$548.00
00044	PCO 117 - Temporary Power Rental due to contract extension	\$297.00
00045	PCO 118 - rental of 4 portables, 2 wash stations, fencing & holding tank Mar 11.	\$3,311.00
00046	PCO 121 - Additional UPS Outlets per Owner's request; additional UPS outlets at IDF rooms on 2nd/3rd floors; #6 wire hardware at UPS 1st floor MDF room, two (2) outlets at studio control rooms 176.	\$500.00
00047	PCO 122R3 - Mock-up of R-20 Lt Fixture in Wd. Clg.	\$265.00
00048	PCO 126 - Corbin Russwin Fail Safe Locks.	\$1,221.00
00049	PCO 127 - Oce Copier (Mar 2011).	\$664.00
00050	PCO 128 - A-Thorone Charges (04/26-05/27).	\$1,675.00
00051	PCO 129 - URS Trailer (Apr 2011).	\$891.00
00052	PCO 130 - Temporary Power Rental thru Mar 2011.	\$42.00
00053	PCO 131 - credit PCO for RFI No. 0980R1 for your review and processing based on email dated 4/29 (see attached). Vector will provide credit in the amount \$1,856.00 and leave existing CAT5e 110 panels, as installed.	(\$1,856.00)
00054	PCO 134 - URS Trailer (Apr 2011-June 2011).	\$1,781.00
````\55	PCO 132 - Temp Power (Apr 08/11-5/5/2011)	\$42.00
ບບ056	PCO 133 - Oce Copier (April - May 2011).	\$1,050.00
00057	PCO 135R1 - A-Throne Charges (May - July 2011).	\$2,583.00
00058	PCO 136 - Temporary Power Rental due to contract extension - 5/6/10- 06/2/11.	\$42.00

# **Coast Community College District**

1370 Adams Ave

CHANGE ORDER No. 00002

Costa Mesa, CA 92626

00059	PCO 138 - Addition of the single loop controller. Per RFI 999R1, if 20% spare is overloaded, additional controller loops shall be added to fire alarm control panel.	\$2,698.00
00060	PCO 139R2 - Site fencing Pick-up and Damage Costs; - 7/26-07/27, 2012	\$1,525.00
00061	PCO 140 - Temp Power (6/3 - 7/28/11)	\$21.00
00062	PCO 141 - Backcharge from Harbor PCO 157-R1 - provide elevator adjustment team to assist with CCTV and crd reader tie-in at both elevators. The cost represents 1/2 of the total cost of the work performed. It was agreed that the Electrical contractor would split the total cost with the Surety/Sage/Harbor Construction.	(\$1,190.00)
00063	PCO 142 - Oce Copier (June - July 2011) Rental	\$1,061.00
00064	PCO 143 - Oce copier rental for AugSept 2011.	\$537.00
00065	PCO 145 - Return Credit Allowance to Contract	(\$10,264.00)
00066	PCO 146 - Oce copier rental Sept. 2011.	\$537.00
00067	PCO 147 - Oce Copier (Oct) '11 Rental	\$382.00
00068	PCO 148 - Oce Copier (Nov-Dec '11) Rental.	\$764.00
	COLLECTED CHANGE SOURCE	

0000		O 146 * Oce Copies (1404-Dec 11) Kentas.	
		COLLECTED CHANGE SOURCE	
Type	e Numb	er Title	Cost
COR		Comm cables chgs per JHanna	\$8,271.00
COR	00077	Exterior lights Community Rm Roof	\$1,227.00
COR	00078	Hardwire Furniture Whips 51 locatio	\$10,279.00
COR	00079	Oce copier rental overcharges Feb 1	\$548.00
COR	00080	Additional temp power rental	\$297.00
COR	00081	Rerouting Communication conduits	\$23,000.00
COR	00082	Addt'l UPS outlets IDF room	\$500.00
COR	00084	Rental of 4 portables, 2 wash Mar 1	\$3,311.00
COR	00085	Corbin Russwin Fail Safe Locks	\$1,221.00
COR	00086	Oce Copier (Mar 2011)	\$664.00
COR	00087	PCO 128 - A-Thorone Charges (04/26-	\$1,675.00
COR	00088	URS Trailer (Apr 2011)	\$891.00
COR	00089	Temporary Power Rental thru Mar 201	\$42.00
COR	00090	Credit PCO for RFI No. 0980R1	(\$1,856.00)
COR	00091	URS Trailer (Apr 2011-June 2011)	\$1,781.00
COR	00092	Temporary Power Rental due to contr	\$0.00
COR	00093	Temp Power (Apr 08/11-5/5/2011)	\$42.00
COR	00094	Oce Copier (April - May 2011)	\$1,050.00
COR	00095	A-Throne Charges (May - July 2011)	\$2,583.00
COR	00096	Power to motorized shades	\$26,941.00
COR	00097	URS trailer Jan - Feb 2011	\$891.00
COR	00098	Expedited work per GWC request	\$0.00
COR	00099	Wood Ceiling Changes R-20 Light Fix	\$265.00
COR	00100	Addition of the single loop control	\$2,698.00
COR	00103	Temporary Power Rental due to contr	\$42.00
COR	00105	Oce Copier (June - July 2011) Renta	\$1,061.00
COR	00106	Expedited Work per GWC request	\$21,583.00
COR	00107	Backcharge to Harbor PCO 157R1	(\$1,190.00)
COR	00108	Unused Allowance Credit	(\$10,264.00)
COR	00110	Temp Power (6/3 - 7/28/11)	\$21.00
COR	00111	Site fencing Pick-up and Damage Cos	\$1,525.00
COR	00112	Oce Copier Rental Aug Sept 2011	\$537.00
COR	00113	Oce Copier Rental Sept. 2011	\$537.00
COR	00114	Oce Copier (Oct '11) Rental	\$382.00
COR	00115	Oce Copier (Nov-Dec '11) Rental	\$764.00

## **Coast Community College District** CHANGE ORDER 1370 Adams Ave No. 00002 Costa Mesa, CA 92626 Unit Cost: \$101,319.00 Unit Tax: \$0.00 Total: \$101,319.00 The Original Contract Sum was \$3,280,923.00 Net Change by Previously Authorized Requests and Changes \$125,132.00 The Contract Sum Prior to This Change Order was \$3,406,055.00 The Contract Sum Will be Increased \$101,319.00 The New Contract Sum Including This Change Order \$3,507,374.00 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. **Coast Community College District** Steinberg Architects Date:

Division of State Architect

Construction Manager

STEINBERLY BREHTTEETS ACKNOWLEDGES THE SCOPE OF WORK DESCRIBED IN THIS CHANGE OFDER IS ACCURATE, HOWEVER WE DO NOT PAULE THE CONTRACTOR IS ENTITLED TO ADDITIONAL COMPENSION FOR PLO'S 119, 119R, 122R3.

Page 3 of 3

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		<i>3</i>

# PROPOSAL FOR SERVICES ACADEMIC YEAR 2012-2013

# CAP/LOAD MANAGEMENT AND FINANCE RESOURCING PROGRAM

Services provided to Coast Community College District by Cambridge West Partnership, LLC for the academic-year 2012-2013 will consist of two components:

- Component A: Management of the Capacity/Load Ratios (including the formulation and management of the required state reporting documents of the Five-Year Construction Plan (5YCP) and Report 17, ASF/OGSF Summary and Capacities Summary)
- Component B: Finance Resourcing (securing State financial support for the District's capital construction projects)

Component A Management of the Capacity/Load Ratios: The scope of work to be performed will include:

- 1. Formulation and management of the 5-Year (Capital) Construction Plan (5YCP) over the 12 month academic year to insure that projects in the funding queue of the State are shepherded forward, that cap/load parameters are maintained, that distributions and allocations for WSCH, day-graded enrollments, and full time equivalent faculty (FTEF) are favorably distributed to the three colleges of the District.
  - a) As required, on-campus and off-campus meetings with user groups, administrative staff, project management consultants, and architects on matters relating to the 5YCP
  - b) Update of <u>active</u> (existing) projects at the three colleges of the District to reflect current project viability, changes of scope, changes to secondary ASF, changes to cost, changes in timelines for completion
  - c) Editing of all project narratives and descriptions as required to reflect changing conditions
  - d) Creation of project scopes of work, impact on secondary ASF, cost, timelines for completion scenarios for all <u>new</u> projects at the three colleges of the District.
  - e) Assess/adjust as required the impact of each project on the cap/loads of each college and on the District overall
  - f) Reflect the District's future needs for space in the most favorable light possible
  - g) Favorably position the District/Colleges in the state's funding program
  - h) Prepare required Board of Trustee documents and all other forms of communications required for approval/submittal of the 5YCP
  - i) Physically and electronically generate the 5YCP document on behalf of the District and submit to the State Chancellor's Office
  - j) Represent the District/College on all inquiries, changes, challenges and questions of the 5YCP that are made by the State Chancellor's Office

- 2. Formulation and management of the Report 17 document over the 12 month academic year to insure that cap/load parameters are maintained, that new space does not limit or negatively impact the District/Colleges' ability to qualify for state funding support, that room codes balance and justify the need for space. Provide services and conduct activities that support the development and submittal of Report 17 for the District, Coastline Community College, Golden West College and Orange Coast College.
  - a) Meet with user groups, academic administrative staff, and project management teams relative to changes in room use or physical building changes that have occurred over the past academic year
  - b) Conduct room assessments and define room codes for all new buildings that are brought on-line
  - c) Conduct a detailed analysis and make appropriate changes in room codes for existing space
  - d) Assess and mitigate impacts that negatively affect the cap loads of the District and the colleges (via addition of buildings or the changes in room coding)
  - e) Favorably reflect the District's/College's future need for space via the Report 17 document
  - f) Favorably position the District in the state's funding program via the Report 17 document
  - g) Physically and electronically generate the required Report 17 document on behalf of the District and submit to the State Chancellor's Office
  - h) Represent the District/Colleges on all inquiries, changes, challenges and questions made by the State Chancellor's Office

Fees for Services Component A:

\$49,000

<u>Component B Finance Resourcing</u>: Pursue and secure funding for the District' capital construction program via the state's Capital Outlay Budget Program.

1. Preparation of all Final Project Proposals (FPPs) and Initial Project Proposal (IPPs) for the District for the funding cycle available in year 2012-2013. Qualifying the District's projects for state funding.

Note: Services and activities supporting Component B for the 2012-2013 academic year will be determined after January 2013, when funding opportunities from the state are more fully disclosed. Fees for services will be based on the following schedule:

New Final Project Proposals: \$80,000 each
 Resubmitted Final Project Proposals: \$12,000 each
 New Initial Project Proposals: \$10,000 each
 Resubmitted Initial Project Proposals: \$3,000 each

Fees for Services Component B:

To Be Determined



Board of Trustees David A. Grant Mary L. Hornbuckle Jim Moreno Jerry Patterson Lorreine Prinsky, Ph.D. Joe Venegas III, Student Trustee

Chancellor
Andrew C. Jones, Ed.D.

June 8, 2012

### Dear Enterprise Board Member:

Thank you for your service to the Coast Community College District. Your invaluable time as a volunteer is extremely crucial to our efforts to serve the citizens of Orange County, the state, and the region.

I am writing you to clarify my position relative to the most recent funding request from the Board of Trustees. You will recall that there was some confusion over the various requests for supplemental funding from Orange Coast Collge (OCC) and the District (Board). The OCC request was approved and the request from the District was deferred to the June 12, 2012 meeting. The request from the District was originally based on a desire to provide support for additional classes at each college; a noble undertaking given the current budget challenges. Some of this support may have gone to support specific classes that addressed below college-level courses. The community college mission has historically and traditionally been to provide a wide array of courses and support for all strata and levels of college readiness. However, current public policy, demands for increased levels of student sucess tied to performance, greater expectations for metrics and analytics to guide decision making, and a lack of comitment to public higher education have forced us to face a new reality. That reality is that we may not be able to provide all the various levels of support that we have historically.

We now believe that a more rational approach to providing "all" the levels of support is to create a mechanism that will allow constituents to select on a fee basis those courses and programs that address their needs and/or interest. I am requesting \$200,000 from the Enterprise to act as seed money to launch a robust district-wide Community Education/Continuing Education effort. These monies would be used to generate other dollars, which would allow the program to grow and potentially return some of the investment back to the Enterprise. We anticipate, with your support, launching this program by late Fall, 2012.

Again, I want to thank you for your support of the Coast Community College District.

Respectfully.

Andrew C. Jones, Ed.D.

Chancellor/CEO

Coast Community College District

ajones@mail.cccd.edu

714-438-4601



Board of Trustees David A. Grant Mary L. Hornbuckle Jim Moreno Jerry Patterson Lorraine Prinsky, Ph.D. Joe Venegas III, Student Trustee

Andrew C. Jones, Ed.D.

Chanceling

June 21, 2012

J. Noah Brown Chief Executive Officer Association of Community College Trustees 1233 20th Street, NW Suite 301 Washington DC, 20036

Dear Mr. Brown,

It is with great pleasure that I write to nominate Dr. Lorraine Prinsky for the 2012 Trustee Leadership Award. Dr. Prinsky has served our District and governing board with distinction since taking office in 2008. Since joining our board, Dr. Prinsky has worked closely to understand the concerns of students and faculty members. She has served as Vice President of the Board in 2009 and 2010, and as Clerk of the Board in 2011 and 2012. She has performed ably as Vice President, representing the Board President at numerous events and meetings, and as Clerk, Dr. Prinsky has provided great oversight and support to the operations of our Board.

As an inaugural member of the Board's Legislative Affairs Committee and the Board's representative to the Orange County Legislative Task Force, Dr. Prinsky has worked diligently on issues concerning legislative advocacy for community colleges. She has lobbied legislators in Sacramento and Washington DC in numerous visits on matters concerning budgets, curriculum, and Veterans affairs. Dr. Prinsky has also provided testimony on community college matters to committees in the State Assembly in Sacramento. In 2012, Dr. Prinsky provided instrumental leadership on a key piece of state legislation that was drafted in tandem with our task force partners and lobbying firm, concerning Veterans affairs. Dr. Prinsky has also utilized her over thirty-five years of academic experience serving on our board's Accreditation Committee, providing input and guidance to our Chancellor and three College Presidents, and is currently providing strong oversight to our District's 2013 Accreditation exercise. She has also worked diligently as the Chair of the Board of Trustees' Personnel Committee, collaborating with our top executives to review and analyze critical organizational and personnel matters that concern our District, and students. Dr. Prinsky has also brought a firm commitment to ethics, and to working diligently developing a new policy that would eliminate pension double dipping in our district.

She has worked closely with a variety of community groups to ensure that views of our constituents are represented. She has served on search committees for several recruitments of our top executives, and has provided invaluable guidance to the Student Representatives that have served on our board. Dr. Prinsky has also served on a community task force to fund raise for a new planetarium at Orange Coast College.

Because of these accomplishments and more, I wholeheartedly nominate Dr. Lorraine Prinsky for the 2012 ACCT Leadership Award.

Sincerely,

Attachment 37

		•

## ASOCC 2012-2013 ADOPTED BUDGET

See Budget Request Forms for details

Projected Budget: \$1,365,000

Votes/Approvals

FAC

6-0-0

7-0-0

4.21.12

motion Stone; 2nd Vo

Estimated Revenues:

\$750,000

Student Senate

5.2.12

motion Keo; 2nd Golden

Bookstore

**OCC President** 

College Service Charge

\$600,000

CCCD Board

Follett

\$15,000

Recommended Allocations

Recommended Allocations					·								·			
Program Name		09-10 Request		09-10 Allocation	10-11 Request		10-11 Allocation	11-	12 Request		11-12 Allocation	12-	13 Request	Δ	12-13 Illocation	TAB
Totals	\$	1,946,724				ĺ	1,500,250	\$	1,723,722	\$	1,350,000	\$	1,660,790	_	1,365,000	
Allied Health Pinning Ceremony	\$	2,700	\$	2,700	\$ 3,250	\$	2,950	\$	3,250	\$	. 2,655	\$	2,950	\$	2,400	1
ASOCC - College Life	\$	60,150	\$	51,500	\$ 51,500	\$	51,500	\$	46,350	\$	43,850	\$	.39,465	\$	36,800	2
Advertising																
Awareness Days																
Blood & Bone Marrow Registration Drive									•							
Children's Center Events																
Club Rush								İ								
ICC Meetings										1					-	1
Transition Luncheon		1														
Coast Days				·												
Evening Activities															•	İ
Historian-College Life		•														
Equipment Repair and Maintenance						ļ							ļ			
Miscellaneous																
ASOCC Copier Lease	\$	13,500	\$	13,500	\$ 13,500	\$	13,500	\$	5,500	\$	5,500	\$	4,716	\$	4,716	3
ASOCC Leadership/Governance Program	\$	49,000	\$	49,000	\$ 57,000	\$	49,000	\$	44,000	\$	41,500	\$	37,350	\$	31,350	4
Advertising Leadership	П								*							
Conferences											*					
Senate Elections											•		٠			İ
Leadership Hospitality													•			
Leadership Library	$\parallel$		-													
Transition Dinner											•				•	

Program Name		09-10		09-10 ocation	10-11 Request		10-11 Allocation	11-1	12 Request		11-12 ocation	12-13 F	Request		12-13 ocation	TA
Leadership Planning Workshops		equest	AllC	ocation	Request		Allocation			All	ocation				<u>Journal</u>	
Social Issue Events	-								ļ				ļ	l		
Leadership Conference/Training						1										
ASOCC Office Supplies	<b>    \$</b>	15,000	\$	15,000	\$ 15,00	0 \$	15,000	\$	13,500	\$	13,500	\$	13,500	\$	12,150	5
ASOCC Club Start-Up Funds	\$	35,000	\$	35,000	\$ 35,00	_		\$	35,000	\$	19,481	\$	20,000	\$	3,000	
ASOCC Championship, Contingency, One Time Requests	\$	100,000	\$	171,232	\$ 150,00	0 \$	106,446	\$	100,000	\$	75,000	\$	100,000	\$	105,389	8
Athletics	\$	468,398	\$	300,000	\$ 423,68	1 5	270,000	\$	393,044	\$	233,000	\$	209,700	\$	205,700	6
Career Library	\$	17,620	\$	7,260	\$ 16,25	5. \$	5,000	\$	14,384	\$	3,800	\$	3,550	\$	3,420	7
Career Services/Career & Technical Education	\$	56,098	\$	3,300	\$ 3,30	0 \$	1,650	\$	-	\$		\$	-	\$		
Cheer & Dance Teams	\$	27,450	\$	11,000	\$ 102,22	5 ;	\$ 11,000	\$	15,150	\$	10,000	\$	20,300	\$	10,000	9
Children's Center	\$	75,778	\$	75,778	\$ 76,14	11 :	\$ 76,141	\$	60,794	\$	60,794	\$	54,715		54,715	10
Coast Report	\$	8,350	\$	5,500	\$ 11,1	0 \$	6,000	\$	8,750	\$	750	\$	10,207	\$	750	12
Co-curricular Enhancement	\$	10,000	\$	5,000	\$ 5,00	00 5	-	\$	· -	\$		\$ .		\$	-	<b> </b>
Community Relations & College Publications	\$	14,850	\$	8,500	\$ 17,9	8 \$	1,000	\$	1,500	\$	-	\$		\$	-	╄
Community Relations Senior Day BBQ	\$	7,850	\$	6,000	\$ 6,0	_		+	7,000	\$	5,800		5,220	+	5,220	
Community Rel. Student Outreach/Senior Day	\$	16,850	\$	8,800	\$ 9,4			-	10,000	\$	5,000	•	4,500	+	4,500	
Culinary Arts Team	\$	7,750	\$	4,000		00 \$		_	3,000	\$	3,000		3,000	+-	2,700	-
Dance Department	\$	29,750	\$	11,750	-	_	\$ 12,500	-	30,700		8,000		7,200	+	4,600	1
Dean of Students Discretionary	\$	4,000	\$	2,000			<u> -</u>	\$		5	-	\$	<del></del>	\$	-	+-
Emergency Loan Program Bad Debt	\$	15,000	\$	15,000	\$ 15,0	-	\$ 15,000	+	15,000	-	10,000		15,000	+	10,000	+-
Frank M. Doyle Arts Pavillion - Exhibitions	\$	25,000	<del>i                                      </del>	9,350	\$ 12,5		\$ 12,500	+	25,000	<del></del>	11,250	\$	10,500	-	10,125	
Goodwill Industries	\$	5,750	_		\$ 4,3	$\overline{}$			4,500	+	4,500		4,500	_	4,500	_
Graduation	\$	10,000	\$	10,000	\$ 10,0		\$ 10,000		9,000		9,000		9,000	+	8,000	
High School Counselor Breakfast	\$	3,950	\$	3,300	+	<del>-</del>		-	6,070	+	2,970		3,012	+	2,675 15,300	-
Honors Night	\$	19,000	\$	19,000	\$ 19,0		\$ 19,000	_	19,000	+	17,000		17,000		13,450	_
Honors Program	\$	44,010	\$	20,600	\$ 56,6	<del>-</del> i	\$ 22,660	+	26,250	-	20,500 1,050		18,450	\$	15,430	-
Hospitality, Travel, & Tourism Programs	\$	5,200		5,200	\$		\$ -	\$	13,800	<del></del>		<del></del>	15,390		15,390	1
Job Placement Center/Internship Academy	\$	25,850	+	18,480	<del></del>	_		_	22,300 ·4,300		17,100 4,300		4,750	_	4,750	_
Kroll Scholarships	\$	6,550	-	6,550		50			8,500		3,600		4,730	\$	4,730	+
Orange Coast Review	\$	8,600		4,000		00	-	_	5,700	_	3,600		5,500	<del></del>	3,240	) 2
Photo Gallery & Student Photography Gallery	\$	4,250	+	3,850		_		\$	3,700	\$	3,000	<del>  3</del>	-3,300	\$		<del>-</del>
Photog. Department - Visual Performing Arts	\$	25,920	+	10,000		40		\$		\$		\$		· \$		+
Pirate Referral Program (PRoP)	\$	12,200		5,900		00		_	7,100	_	2,700		8,700	+-	2,700	1 2
Public Marine Aquarium	\$   ¢	20.000	\$	17 000	<del>!                                      </del>	00   22		_	17,000		10,350		9,315	_	9,095	_
Puente Project	\$	20,000	>	17,000	\$ 22,1		\$ 17,000	, ] 3	17,000	1 7	10,550	117	3,522	1*	5,	<u> </u>

Re-Entry Center	11	Request	 llocation	Request	Allo	ocation	11-1	2 Request	Αl	location	1 4	13 Request	A.	location	TA
	\$	20,900	\$ 18,150	\$ 17,250	\$	17,250	\$	29,400	\$	10,000	\$	9,050	\$	6,600	2
Royalties	$\Pi$						\$	18,000	\$	18,000	\$	18,000	\$	18,000	3
Speech, Theater, and Debate Team	\$	47,800	\$ 47,800	\$ 47,500	\$	47,500	\$	47,975	\$	42,750	\$	38,700	\$	38,100	2
Scholarship Office	\$	11,000	\$ 1,600	\$ 	\$	-	\$	-	\$	-	\$	-	\$	-	
Student Activities Office-Personnel	\$	287,800	\$ 287,800	\$ 272,500	\$	272,500	\$	277,955	\$	287,700	\$	395,700	\$	388,200	3
Student Success Center	\$	200,500	\$ 211,200	\$ 350,000	\$	232,320	\$	232,320	\$	244,000	\$	415,000	\$	244,000	3
Study Skills & Personal Develop.Workshops	\$	1,000	\$ 1,000	\$ 1,000	\$	1,000	S	1,000	\$	900	<u> </u>	1,000	\$	675	-
The Green Initive Fund (TGIF)	\$	-	\$ -	\$ -	\$		\$	16,160	\$	5,000	-		\$	-	3
Transfer Day/Transfer Fairs	\$	4,250	\$ 4,250	\$ 4,570	\$	4,570	\$	5,770		5,000	\$	7,950	\$	4,500	-
Transfer Opportunity Program (TOP)	\$	9,600	\$ 9,200	\$ 11,200	\$	8,700	\$	12,200	\$	7,900	\$	10,400	ı –	7,010	╄
Visual and Performing Arts	\$	107,500	\$ 100,000	\$ 125,500	\$	101,000	_	107,500	\$	79,200	\$	107,500	i i	71,280	3
VPSS Discretionary	\$	5,000	\$ 2,500	\$ 2,500	\$	-	\$	-	\$	-	\$	-	\$	-	
Totals	\$	1,946,724	\$ 1,624,300	\$ 2,087,175	\$ 1	,500,250	\$	1,723,722	\$	1,350,000	\$	1,660,790	\$	1,365,000	
VPSS Discretionary	\$	5,000	\$ 2,500	\$ 2,500	\$	_	\$	-	\$	-	\$	1,660,790	\$	1,365,000	

· · · . 

# Fairbank, Maslin, Maullin, Metz & Associates

# FM3

Public Opinion Research & Strategy

TO:

Martha Parham

Coast Community College District

FROM:

John Fairbank and Richard Bernard

Fairbank, Maslin, Maullin, Metz & Associates (FM3)

RE:

Cost Estimates Proposal to Conduct a Follow-up Bond Measure Survey

DATE:

June 7, 2012

FM3 proposes to conduct a 15- to 17-minute follow-up survey of 500 Coast Community College District voters likely to vote in the November 2012 General Election to determine the feasibility of placing a bond measure on the November District ballot. The survey will also show if awareness about District-related issues have increased since the original survey was conducted at the beginning of 2012. It will also determine if the Bond measure is susceptible to oppositional statements. FM3 anticipates the survey will be conducted during approximately the week of July 9, prior to the Board deciding whether or not to place the Measure on the ballot.

FM3's proposed a follow-up survey, available in English, Vietnamese and Spanish will cost between \$23,873 and \$26,348, depending on the length of the final survey.

Survey cost estimates include drafting the survey questionnaire; translating the survey into Vietnamese and Spanish; acquiring the sample; randomizing the sample; programming the questionnaires; pre-testing the interview; administering the survey in the three languages; data tabulation; cross-tabulation and other statistical analysis and reporting the results.

We are prepared to begin working on this second phase of the research as soon as possible. Should you have any questions or concerns, please contact FM3 Senior Vice President Richard Bernard at Bernard@fm3research.com or by phone at (310) 828-1183.

 2425 Colorado Avenue.
 Suite 180

 Santa Monica, CA
 90404

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 (310) 828-1183

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1999 Harrison Street Suite 1290 Oakland, CA 94612 Phone: (510) 451-9521 Fax: (510) 451-0384

	Α	В						
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	Account	Proposed						
2	Account	Budget						
3	Commitments	194,954						
4								
5	Campus Requests:							
6	Creative Arts	\$1,750						
7	Dance	\$2,000						
8	Music	\$6,750						
9	Visual Arts	\$3,750						
10	Theatre	\$9,750						
11	Library Subscriptions	\$15,000						
12	College Preview Day	\$3,500						
13	Interperters	\$1,200						
14	Math Learning Center	\$2,200						
15	Animal Care	\$700						
16	Physical Education	\$47,600						
17	Awards Night	\$1,500						
18	Tutoring Center	\$35,700						
19	Intercultural Program	\$7,306						
20	Textbook Reserve	\$5,000						
21								
22	ASGWC Budget:							
23	Advisor's Projects	\$3,000						
24	ASGWC Awards	\$3,600						
25	Council Honorariams	\$5,000						
26	Council Projects	\$3,000						
27	ICC	\$7,500						
28	Postage	\$1,200						
29	Student Activities	\$20,000						
30	Student Leadership	\$15,000						
31	Student Supplies	\$12,000						
32								
33	New Requests:							
34	Peace Conference	1000						
35	Total Budget:	409,960						

# Coastline Community College Associated Student Government 2012-2013 Budget and Historical Data (Approved/Adopted by CCC ASG on 6/4/2012)

Income	Adopted Budget for FY 2009-2010	Adopted Budget for FY 2010-2011	Adopted Budget for FY 2011-2012 (10% reduction)	Adopted Budget for FY 2012-2013
College Service Revenue	160,250.00	127,000.00	121,662.00	126,150.00
Fundraising Revenue	0.00	0.00	0.00	0.00
Interest Revenue	0.00	0.00	0.00	0.00
Misc Income	0.00	26,450.00	0.00	0.00
Total Other Income	160,250.00	153,450.00	121,662.00	126,150.00
<u>Program Expenses</u>				
Accounting Services Expense	3,000.00	3,000.00	3,000.00	3000.00
Advisor's Salary Expense	4,300.00	0.00	0.00	0.00
Advocacy Expense	19,000.00	6,000.00	1,262.00	0
Awards/Thank You Expense	750.00	750.00	750.00	750.00
Banquet Expense	2,000.00	2,000.00	550.00	2300.00
Club Funding and Events	3,500.00	4,000.00	5,000.00	7500.00
College Event Participation	3,500.00	3,500.00	5,000.00	3500.00
College Service Charge/A & R Processing	6,600.00	6,000.00	6,000.00	0.00
Conference Expense Discretionary	30,000.00	30,000.00	15,000.00	20,000.00
Advisor's Expense Discretionary	3,000.00	4,000.00	3,000.00	3000.00
Instruction (Vice President) Discretionary	4,000.00	4,000.00	3,000.00	3000.00
President's (College) Discretionary	5,000.00	5,000.00	5,000.00	5000.00
Student Services (V.P.) District Student	4,000.00	4,000.00	4,000,00	
Council Rep Expense	0.00	100.00	0.00	3000.00
Endowment Expense	10,000.00	0.00	0.00	0.00
EOPS Expense	2,000.00	3,000.00	1,500.00	0.00 1500.00
Equipment Expense	0.00	0.00	0.00	2000.00
Events- ASG Sponsored	3,000.00	6,500.00	6,500.00	6500.00
Fundraising Expense	2,000.00	2,500.00	1,000.00	2000.00
Graduation Event Expense	1,000.00	1,000.00	1,500.0	1500.00
Graduation Honorarium Expense	0.00	0.00	0.00	0.00

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Program Expenses	Adopted Budget for- FY 2009-2010	Adopted Budget for FY 2010-2011	Adopted Budget for FY 2011-2012	Adopted Budget for FY 2012-2013
Grant Program Expense	0.00	10,000.00	0.00	0.00
Hospitality Expense	3,000.00	4,000.00	2,000.00	2000.00
Hourly Clerical Support Expense	0.00	0.00	0.00	0.00
International Student Discretionary	5,000.00	0.00	0.00	0.00
Leadership Class Expense	300.00	0.00	0.00	0.00
Leadership Awards	0.00	1,000.00	1,000.00	1000.00
Memberships	500.00	500.00	500.00	500.00
Misc Expense	0.00	0.00	0.00	0.00
Newspaper Expense	500.00	0.00	0.00	0.00
Office Supply Expense	3,118.14	3,000.00	2,500.00	1000.00
Officer Stipends	10,000.00	20,000.00	15,000.00	15,000.00
Postage Expense	300.00	100.00	100.00	100.00
Printing Expense	750.00	1,000.00	4,000.00	3000.00
Promotional Expense	2,000.00	2,500.00	2,000.00	2000.00
Scholarship Award Expense	25,000.00	24,000.00	30,000.00	35,000.00
Scholarship Event Expense	500.00	500.00	500.00	1000.00
Software Expense	0.00	1,000.00	1,000.00	0
University Transfer Event Expense	800.00	500.00	1,000.00	1000.00
Total Program Expenses	158,418.14	153,450.00	121,662.00	126,150.00

### **RESOLUTION #12-21**

# A Resolution of the Board of Trustees of the Coast Community College District in Support of the DREAM Act

WHEREAS, on January 7, 2007, the Board of Trustees of the Coast Community College District adopted a resolution in support of the DREAM Act; and

WHEREAS, there is a significant population of immigrant youth who lack legal residency status at the Coast Community College District; and

WHEREAS, access to higher education for the children of immigrants is essential for the future well-being of our communities; and

WHEREAS, access to financial aid is essential for undocumented low-income students to attend college and succeed; and

WHEREAS, the California legislature recently adopted new laws, AB 130 and AB 131, expanding eligibility for financial aid to these students in California's public colleges.

**NOW, THEREFORE, BE IT RESOLVED**, that it shall be the policy of the Coast Community College District to provide appropriate information and professional development of DREAM Act rights to faculty, staff and students.

**BE IT FURTHER RESOLVED**, that the Coast Community College District will provide support for immigrant student academic achievement and will encourage faculty, staff and administration to support this goal of success.

**BE IT FURTHER RESOLVED**, that it shall be the policy of the Coast Community College District to safeguard student confidentiality and publicly post a policy of non-discrimination against DREAM-eligible students and their families.

**BE IT FURTHER RESOLVED**, that it shall be the policy of the Coast Community College District to encourage faculty, staff and administration to promote awareness, services and advocacy of AB 540 students.

**BE IT FURTHER RESOLVED**, that it shall be the policy of the Coast Community College District to support all those that advocate for activities and the success of AB 540 students.

<b>BE IT FURTHER RESOLVED</b> , that the Coast Community College District will extend support to the community-based program that provides assistance to AB 540 students in their scholarship applications.
<b>BE IT FURTHER RESOLVED</b> , that this Board shall receive and consider a report on the implementation of these policies as part of its regular agenda a year from its original adoption.
I, Jane Burton, Secretary Pro-Tem of the Board of Trustees of Coast Community College District hereby certify that on June 20, 2012 this Resolution was adopted by the Board by a vote of  Aye: No: Absent: Abstain:
Jane Burton, Board Secretary Pro-Tem, Board of Trustees

# **RESOLUTION # 11-32 - AMENDED**

# Coast Community College District Board of Trustees Resolution #11-32

# **Revision to Reorganization and Lateral Transfer Plan**

WHEREAS, the Board of Trustees approved a Reorganization and Lateral Transfer Plan ("Plan") on December 9, 2009; and

WHEREAS, the Board of Trustees has determined a need to make revisions to the Plan in order to add exempted positions retroactive to April 1, 2011, and also to reaffirm and clarify some of the administrative procedures for the Plan that were approved on February 17, 2010, December 8, 2010, August 3, 2011, October 17, 2011 and May 2, 2012;

WHEREAS Section 53021(c)(1) of Title 5 of the *California Code of Regulations* allows for filling positions without recruitment in the event of a "reorganization that does not result in a net increase in the number of employees"; and

WHEREAS Section 53021(c)(2) of Title 5 of the *California Code of Regulations* allows for filling positions without recruitment in the event that "one or more lateral transfers are made and there is no net increase in the number of employees."

THEREFORE, BE IT RESOLVED that the Board of Trustees, in furtherance of the Plan, hereby continues the hiring freeze, and internal-only recruitment, for all new openings, except for the chancellor, vice-chancellor, president, vice-president, dean of counseling and special programs, director of the Accessibility Center for Education (ACE), Secretary of the Board of Trustees, Dean of Military/Corporate and Community Program and full-time faculty positions; and

THEREFORE, BE IT FURTHER RESOLVED that the Board of Trustees reaffirms and clarifies some of the procedures for the Plan, noting that the Plan involves:

- (a) carefully evaluating the necessity of filling every vacant position throughout the District in order to save on personnel costs;
- (b) implementing a lateral transfer process for faculty, staff, and management;
- (c) for positions deemed necessary for replacement by the President's Council or the Chancellor, further examination for lateral reorganization/reassignment by the College/District site where the vacancy resides;

- (d) if a site reorganization/reassignment is not viable, then the District Office of Human Resources will review the District-wide transfer list and initiate lateral transfer interviews as appropriate with the site supervisor and/or personnel screening committee;
- (e) if the transfer process does not yield a viable candidate, the vacant position will be posted on the District's website for ten days for an internal recruitment and selection process, with all permanent District employees eligible to apply; and
- (f) if the internal recruitment effort does not generate a successful candidate, then the Chancellor may authorize an external recruitment on a case-by-case basis.
- (g) a complete freeze on any further recruitments with the exception of those already in process until the adoption of the 2012-2013 tentative budget.

District hereby certify that on June 20, 2012 this Resolution was adopted by the Board by a vote of
Aye:
No:
Abstain:
IN WITNESS THEREOF, I have hereunto set my hand and seal this 20th day of June, 2012.
Jim Moreno
President of the Board of Trustees

# Coast Community College District BOARD POLICY

Chapter 2 Board of Trustees

# **BP 2015 Student Trustee, Board of Trustees**

There shall be included within the membership of the Board of Trustees a non-voting student who shall be selected and shall serve in accordance with procedures established by Board. The Student Trustee of the Coast Community College District shall meet these minimum qualifications:

1. The Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office.

In addition, the following requirements shall be met:

- a. Hold at least a 2.0 cumulative GPA when applying for the position.
- b. Maintain at least a 2.0 GPA during the term of office.
- 2. The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.
- 3. The Student Trustee must be at least 18 years of age before assuming office.
- 4. The Student Trustee shall not hold another Associated Student Government position within the Coast Community College District during his or her term of office.

#### **DUTIES AND RESPONSIBILITIES**

Pursuant to California Education Code Section 72023.5(a), the Student Trustee of the Coast Community College District attends all Regular and Special meetings of the Board of Trustees. The Student Trustee as a non-voting member of the Board, may cast an advisory vote which shall be recorded but shall not be counted towards the outcome of the vote, may make motions, second motions, and participate in Trustee discussions. The Student Trustee receives all correspondence, agendas, agenda attachments, staff reports, minutes, and other materials which regular Trustees receive, except those matters which pertain to Closed Session items. The Student Trustee does not participate in Closed Sessions of the Board. The Student Trustee is appointed by the Board in May of each year to serve a one-year term, commencing on June 1st, and expiring on the following May 31st.

The Student Trustee's primary duty and responsibility is to bring a student perspective to all Board of Trustee meetings for the Coast Community College District. The Student Trustee participates in all Board meetings to express a student's perspective and may designate, for the record, his/her position prior to the Board vote. Such designation shall not be counted in the official vote, but shall be recorded in the Board meeting minutes. The Student Trustee may gather individual or group student opinions for presentation to the Board on agenda matters. The Student Trustee provides a report at Regular Meetings of the Board on his or her own activities as Student Trustee, as well as those of the District Student Council.

Under the direction of the Secretary of the Board of Trustees, the Student Trustee is responsible for other specified student matters including serving as the Chair of the District Student Council. The Student Trustee annually leads the recruitment and selection of his/her successor, and acts as Chair of the Student Trustee Selection Committee which recommends the successor Student Trustee to the Board of Trustees. The Student Trustee plays a key role in the annual retreat of the District Student Council and the annual Student Lobby Day in Sacramento, and provides leadership in District programs such as Congress to Campus and other similar Board-approved District-wide programs. In each of these activities, the Secretary of the Board of Trustees, under the direction of the Board Clerk, shall have oversight responsibility.

The Student Trustee shall sit on the Board of Directors for the Coast Community College District Enterprise, Inc.

#### STUDENT TRUSTEE TRAVEL

The Student Trustee is encouraged to attend the annual student trustee training conference sponsored by the Community College League of California. In addition to this state-wide conference, the Student Trustee may attend one additional community college conference at District expense, if approved in advance by the Board of Trustees.

### COMPENSATION FOR THE STUDENT TRUSTEE

Compensation of the Student Trustee shall be \$200 per month for Regular Meeting attendance. Such compensation shall be paid to Student Trustees who are absent only if the Board, by Resolution, finds that the Student Trustee is, at the time of the meeting, performing services outside the meeting for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

#### MILEAGE STIPEND FOR THE STUDENT TRUSTEE

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Adopted December 14, 1983 Revised February 17, 1999 Revised August 16, 2006 Revised February 18, 2009 Replaces CCCD Policy 010-2-14, Fall 2010 Revised June 15, 2011

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