
REVISED AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, August 15, 2012
5:00 p.m. Closed Session, 6:30 p.m. Open Session
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

**a. Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)**

Positions: Chancellor, Presidents, and Vice Chancellors

b. 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

Acting Dean, Career & Technical Education

6. Classified Management
Payroll Systems Manager

7. Classified Staff
Custodian
Secretary

Extension of Temporary Position
CTE Community College Grant Coordinator

8. Reclassification and Reorganization/Reassignment
Information Systems Tech 2
Div/Area Office Coordinator
Information Systems Tech, Sr
Health Program Assistant
Instructional Associate
Systems Network Analyst
Systems Network Analyst 1

9. Classified Temporary Assignments
Special Assignment
Military Contract Educ Staff Aide
Accounting Tech II
Military Contract Educ Tech III
Education & Grant Service Coordinator

10. Hourly Staff

11. Substitute Classified

12. Clinical Advisor/Summer

13. Medical Professional Hourly Personnel

14. Student Workers

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

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,
Public Employment Relations Board Case No. LA-CE-5682-E
Janet Redding vs. California Community Colleges, et al., Sacramento County
Superior Court, Case No. 34-2012-00120487
Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5714-E

e. Conference with Legal Counsel: Anticipated Litigation

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

1. Construction Delays
2. Claim by Rikki Selby

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 Jerry Patterson

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.

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 at (714) 438-4848 as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

2.00 Informative Reports

2.01 Report from the Chancellor

2.02 Reports from the Presidents

2.03 Reports from the Presidents of Student Government Organizations

2.04 Reports from the Academic Senate Presidents

2.05 Reports from the Presidents of Employee Representative Groups

2.06 Reports from the Board of Trustees

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

2.08 Update on Coastline Community College Education Bound United States (CCC-EBUS)

2.09 Final Budget Draft Presentation

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

3.02 Discussion of Proposed Quarterly Board Retreats

3.03 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)

3.04 The Board Directives Log

3.05 Buildings and Grounds Reports

3.06 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policies and Administrative Procedures

CONSENT CALENDAR

4.00 Travel

4.01 DIS - Authorization for Administratively Approved Travel

4.02 DIS - Authorization for Attendance at Meetings and/or Conferences

5.00 Authorization for Student Trips

5.01 GWC - Student Trips

5.02 OCC - Student Trips

6.00 Authorization for Special Projects

6.01 GWC - Special Projects

6.02 OCC - Special Projects

6.03 CCC - Special Projects

7.00 Authorization to Apply for Funded Programs

7.01 DIS - Authorization to Apply for Funded Programs

8.00 Authorization for Disposal of Surplus

8.01 DIS - Disposal of Surplus

9.00 Authorization to Enter into Standard Telecourse Agreements

9.01 CCC - Authorization to Enter into Standard Telecourse Agreements

10.00 Approval of Clinical Contracts

10.01 OCC - Clinical Contracts

11.00 Approval of Standard Agreements

11.01 GWC - Standard Agreements

11.02 OCC - Standard Agreements

11.03 CCC - Standard Agreements

12.00 Authorization for Purchase of Institutional Memberships

12.01 DIS - Institutional Memberships

12.02 GWC - Institutional Memberships

12.03 OCC - Institutional Memberships

12.04 CCC - Institutional Memberships

13.00 Authorization for Off-Campus Assignments

13.01 OCC - Off-Campus Assignments

13.02 CCC - Off-Campus Assignments

14.00 Authorization for Community Activities

14.01 GWC - Community Activities

14.02 OCC - Community Activities

15.00 Authorization for Sailing Program

15.01 OCC - Sailing Program

16.00 Personnel Items

16.01 District

- a. Authorization for Approval of Contract Amendment Based on Correct Placement**
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves**
- c. Authorization for Schedule Changes, Classified Staff**
- d. Authorization to Rescind Resignation**
- e. Authorization for Leaves of Absence**
- f. Authorization for Professional Experts**

17.00 Authorization for Independent Contractors

17.01 DIS - Independent Contractors

17.02 GWC - Independent Contractors

17.03 OCC - Independent Contractors

17.04 CCC - Independent Contractors

18.00 Authorization for Professional Development Program

18.01 DIS - Professional Development

18.02 DIS - Confidential Professional Development

19.00 Approval of Purchase Orders

19.01 DIS - Purchase Orders

20.00 Ratification/Approval of Checks

20.01 DIS - Ratification/Approval of Checks

21.00 Check List for General Obligation Bond Fund

21.01 DIS - Check List for General Obligation Fund

22.00 Authorization for Special Payments

22.01 OCC - Special Payments

DISCUSSION CALENDAR

23.00 Approval of Agreements

23.01 DIS - Approval of the Extension of Employment Agreement, Vice Chancellor of Human Resources.

- 23.02 DIS - Approval of the Extension of Employment Agreement, President, Coastline Community College.**
- 23.03 DIS - Approval of the Extension of Employment Agreement, President, Golden West College.**
- 23.04 DIS - Approval of the Extension of Employment Agreement, Vice Chancellor of Finance and Administrative Services.**
- 23.05 DIS - Approval of the Extension of Employment Agreement, President, Orange Coast College.**
- 23.06 GWC - Approve Non-Standard Agreement between California State University Long Beach and the Coast Community College District for Placement of Social Work Interns in the Golden West College Student Health Center to Provide Services to GWC Students.**
- 23.07 GWC - Approve Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Participation in the Medi-Cal Administrative Activities (MAA) Program.**
- 23.08 GWC - Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for Legal Update Training of California Law.**
- 23.09 OCC - Approve Non-Standard Agreement between Orange Coast College and RideLinks, Inc. for the Purpose of Buying Mobile Source Emission Reduction Credits to Comply with South Coast Air Quality Management District Rule 2202.**
- 23.10 OCC - Approve Non-Standard Agreement for Lance Segars, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the Orange Coast College Student Health Center: Alcohol Prevention Services on Community College Campuses.**
- 23.11 OCC - Approve Non-Standard Agreement between the University of California, Irvine Department of Campus Recreation and the Outdoor Adventures Program and the Coast Community College District for the Purpose of Providing an Opportunity for Associated Students of Orange Coast College Student Leaders to Participate in the Team up! Program.**
- 23.12 OCC - Approve Non-Standard Agreement for Richard McGaffigan, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the Orange Coast College Student Health Center: Alcohol Prevention Services on Community College Campuses.**
- 23.13 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fifth Edition of the Telecourse Student Guide for Astronomy: Observations and Theories.**
- 23.14 CCC - Approve Agreement between The Eduwin Consulting Partners and the Coast Community College District to Provide the Education Bound United**

- States (EBUS) Program to Include English Language Assessment, Counseling and Instruction.**
- 23.15 CCC - Approve Subgrant Agreement between the League for Innovation in the Community College and the Coast Community College District to Develop a Pilot Online Learning Model for a 1+2+1 Partner Articulation and Concurrent Enrollment Degree Program.**
- 23.16 CCC - Approve Memorandum of Understanding (MOU) between the Employment Development Department (EDD) and Coast Community College District in Providing Reemployment Eligibility Assessments - Emergency Unemployment Compensation (REA-EUC) and Specific Related Services to Selected Unemployment Insurance (UI) Claimants.**
- 24.00 General Items of Business**
- 24.01 DIS - Authorization to Contract with Tangram Business Interiors, Inc. for Orange Coast College for Fixtures and Furnishing for the Architectural Classrooms using the California State University Contract 11Z03183 for Contract Pricing.**
- 24.02 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services.**
- 25.00 Resolutions**
- 25.01 DIS - Resolution #12-28 to Allow the County Superintendent of Schools to Make Budget Transfers, as Needed, at the Close of Coast Community College District's Fiscal Year 2011-2012 and During Fiscal Year 2012-2013.**
- 25.02 DIS - Resolution #12-29 Authorizing Payment to Trustee Absent from Board Meeting.**
- 26.00 Approval of Minutes**
- 26.01 DIS - Approval of Minutes**
- 27.00 Policy Implementation**
- 27.01 DIS - Code of Professional Ethics for all Employees of the Coast Community College District.**
- 27.02 DIS - Ratification of Revised Administrative Procedure AP 5030 Student Fees and Charges Schedule.**
- 27.03 DIS - Adoption of Revised Board Policy 2745, Board Self Evaluation.**
- 27.04 DIS - Adoption of Revised Board Policies BP 4225, BP 4235, BP 4240 and Ratification of Administrative Procedures AP 4225, AP 4235 and AP 4240.**
- 28.00 Close of Meeting**
- 28.01 Adjournment**

1. Preliminary Matters

PRELIMINARY MATTERS
(White Pages)

1.01 City of Dallas

1.02 City of Fort Worth

1.03 City of Plano

1.04 City of Irving

1.05 City of Garland

1.06 City of Mesquite

1.07 City of Carrollton

1.08 City of Coppell

1.09 City of Frisco

1.10 City of McKinney

1.11 City of Rockwall

1.12 City of The Woodlands

1.13 City of Springtown

**Wednesday, August 15, 2012
Regular Meeting**

1. Preliminary Matters

Subject **1.01 - 1.09 Preliminary Matters**
Meeting **Aug 15, 2012 - Regular Meeting**
Category **1. Preliminary Matters**
Access **Public**
Type **Preliminary Matters**

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Items on Closed Session Agenda)

1.04 Recess to Closed Session

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

1.06 Pledge of Allegiance - Trustee Jerry Patterson

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

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

Faculty

Galvery, William, OCC, Instructor, retirement effective 5/28/12

GENERAL INFORMATION AND REPORTS (White Pages)

2. Informative Reports

Subject **2.01 - 2.09 Informative Reports**
Meeting **Aug 15, 2012 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **Informative Reports**

2.01 Report from the Chancellor

Dr. Andrew Jones

2.02 Reports from the Presidents

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

2.03 Reports from the Presidents of Student Government Organizations

Juan Valenzuela, Coastline Community College
Kolby Keo, Orange Coast College
Dale Lendrum, Golden West College

2.04 Reports from the Academic Senate Presidents

Pedro Gutierrez, Coastline Community College
Vesna Marcina, Orange Coast College
Gregg Carr, Golden West 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 Cody Joe Torre

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

Accreditation Committee

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

Audit and Budget Committee, August 17, 2012 at 10:00 a.m., Board of Trustees' Conference Room
Legislative Affairs Committee Meeting, August 23, 2012 at 10:00 a.m., Board of Trustees' Conference Room
Land Development Committee Meeting, September 18, 2012 at 9:00 a.m., Board of Trustees' Conference Room
Accreditation Committee Meeting, September 20, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Personnel Committee Meeting, September 20, 2012 at 1:00 p.m., Board of Trustees' Conference Room

2.08 Update on Coastline Community College Education Bound United States. (CCC-EBUS)

2.09 Final Budget Draft Presentation

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.06 Matters for Review, Discussion and/or Action
Meeting	Aug 15, 2012 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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 Discussion of Proposed Quarterly Board Retreats

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

November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conference
January 26, 2013, Sacramento, CA, CCLC Board Chair Workshop
January 27-28, 2013, Sacramento, CA, CCLC Annual Legislative Conference
February 11-14, 2013, Washington, DC, ACCT National Legislative Summit
March 21-23, 2013, San Antonio, TX, ACCT Governance Leadership Institute
April 20-23, 2013, San Francisco, CA, AACC Annual Convention
May 3-5, 2013, Lake Tahoe, CA, CCLC Annual Trustees Conference
October 2-5, 2013, Seattle, WA, ACCT Annual Leadership Congress

3.04 The Board Directives Log

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

3.05 Buildings and Grounds Reports

Coastline College Newport Beach Learning Center

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

Project Status: With "finish work" being installed throughout, the building looks considerably different from

week-to-week. Inside the building interior painting and ceiling installation is ongoing, casework and carpet installation has begun in select locations, and the elevator cabs are being installed.

On the exterior of the building the perforated metal panels (siding) are being installed and sitework has begun on the west-side of the building. On 8/15 - 8/17 the project team will move out of the construction trailer and into the building. The trailer will then be removed allowing the sitework to progress.

Orange Coast College Music Modernization

Architect: MVE Institutional

Construction Manager: Orange Coast College/District

DSA Approval: May 2012

Est. Construction Start: August 15, 2012

Est. Completion: April 30, 2013

Funding: Measure C G.O. Bond & State Capital Outlay Bond Program (50/50)

Project Status: The Board awarded a contract to PCN3 for this project on 8/6/12. Following the Board's action, a request was filed with the State Department of Finance (DOF) to release funding for this project. It is anticipated that the District will receive the authorization to proceed from the DOF on or around 8/15/12 at which time the contractor will be authorized to proceed with construction.

3.06 Opportunity for the Board of Trustees to Review Proposed Revisions to Board Policies and Administrative Procedures

After review by District General Counsel and the Board Secretary, it is recommended that the Trustees have an opportunity to review the following Board Policies and Administrative Procedures:

1. BP 6701, renumber BP 6700, Use of Facilities and Co-sponsored Events
2. BP 6702, renumber AP 6700, Usage Fees for Facilities and/or Equipment (CCC, GWC, OCC)
3. BP 6964, renumber BP 6550, Disposition of District Property
4. BP 6965, renumber BP 6551, Sale or Lease of Real Property
5. BP 6966, renumber BP 6552, Land Utilization/Joint Use Development
6. BP 6970, renumber BP 6531, Transportation Regulations
7. BP 6971, renumber BP 7131, Mileage Reimbursement
8. BP 6972, renumber BP 7401, Attendance at Meetings, Conferences and Conventions
9. BP 6973, renumber BP 2716(A), Participation in Events That Include a Charitable Contribution or Political Donation
10. BP 6974, renumber BP 7132, Participation in Overnight Athletic Events

Numbering is changed to reflect number system used by Community College League of California. Deletions are noted by ~~strikethrough~~ and additions are noted in **bold**. Based on Trustee review and input, these policies and procedures will be returned to the Discussion Section of the September 5, 2012 Agenda for adoption. (See Attachment #1)

File Attachments

[August 15, 2012 Meeting.pdf \(74 KB\)](#)

[Board Policy Review Attachment 8-15-12.pdf \(630 KB\)](#)

**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 1= In Progress 2= Pending
1	July 18, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Risk Services	At next renewal of agreement with Keenan and Associates, the Board would like a report on the open and active self insured claims.	July 2013	P
2	June 20, 2012	Mr. Patterson 2nd Mr. Grant	Chancellor	Provide a plan for use of the \$200,000 dividend distribution from the Coast Community College Enterprise Corporation		P
3	June 20, 2012	Ms. Hornbuckle 2nd Dr. Prinsky	Chancellor	Bi-annual report on the progress of programs with U.S. College Compass and Coastline Community College.		P
4	June 20, 2012	Mr. Patterson 2nd Mr. Moreno	Chancellor	Internal report on items the Board should consider that the District has done, or may do, inadvertently or otherwise, that allow pensions to be driven upward or spiked.		P
5	June 20, 2012	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.		P
6	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 2013	P
7	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
8	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	P
9	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
10	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status F=In Progress P=Pending
11	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

Subject	4.02.023 - Authorization for Administratively Approved Travel
Meeting	Aug 15, 2012 - Regular Meeting
Category	4 - Travel
Access	Public
Type	Consent

CONSENT CALENDAR (Yellow Pages)

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

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel
Meeting	Aug 15, 2012 - Regular Meeting
Category	4. 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

July 11, 2012-August 8, 2012

Mary E Blasius, Hourly Instructor (OCC), to attend the World Congress of Herpetology, August 9 - 13, 2012, Vancouver, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$500, travel by Air Coach, to be paid from CCA/CTA Professional Development General Funds.

Administrative Approval: 7/23/2012

Crystal D Crane, Dir Of Personnl Svcs (GWC), to attend the ACCCA Administration 101 Seminar, July 22-26, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$2,225, including a registration fee of \$2225, to be paid from Administrative Services Auxiliary funds.

Administrative Approval: 7/17/2012

W. A Dunn III, Vice Chancellor (CCCD), to attend the Community College Facility Coalition (CCFC) Board of Directors Meeting, August 6-8, 2012, Napa, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from Administrative Services Management Conferences.

Administrative Approval: 7/23/2012

Evonne R Durand, Athletic Trainer (OCC), to attend the 22nd Annual Practical Application in Sports Medicine, May 31 - June 3, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$255, to be paid from Classified Professional Development Funds to be reimbursed for mileage equal to the equivalency of travel by air coach, submitted for administrative approval after-the-fact due to late submittal to the President's Office.

Administrative Approval: 7/25/2012

Kimberly L Garrison, Hourly Instructor (OCC), to attend the The Way of the Shaman: Basic Workshop with Michael Harner and Susan Mokolke, June 8 - 11, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,172, including a registration fee of \$275, to be paid from CFE Contracted Part-Time Conference Funds to be reimbursed for mileage equal to the equivalency of travel by air coach. The reason for this revision is to allow reimbursement for mileage.

Revised Admin. Approval: 7/25/2012

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 to be reimbursed for

mileage equal to the equivalency of travel by air coach. The reason for this revision is to allow for mileage reimbursement.

Revised Admin. Approval: 7/25/2012

Janet M Houlihan, Vice President (GWC), to attend the ACCCA Administration 101 Seminar, July 22-26, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$2,225, including a registration fee of \$2,225, to be paid from Administrative Services Auxiliary funds.

Administrative Approval: 7/17/2012

Geoffrey W Hurst, Sys Analyst Special (DIST), 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 \$2,000, including a registration fee of \$495, travel by Air Coach, to be paid from District General Funds. The reason for this revision is to extend the attendance return date to be July 12, 2012.

Revised Admin. Approval: 7/31/2012

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the Academic Senate Curriculum Institute, July 12 - 14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$725, travel by Air Coach, to be paid from VPI Conference Ancillary Funds, Classified Professional Development General Funds. The reason for this revision is to correct the funding amounts and sources.

Revised Admin. Approval: 7/26/2012

Fabienne McPhail Naples, Vice President (GWC), to attend the 2012 National Association of Student Financial Aid Administration Conference, July 21 - 28, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2,700, including a registration fee of \$550, travel by Air Coach, rental car and insurance, to be paid from BFAP Funds. The reason for this revision is to correct the dates of travel.

Revised Admin. Approval: 7/17/2012

Shana Menaker, Hourly Instructor (OCC), to attend the Heart of the Sky, Heart of the Earth Maya Wisdom & Yoga Retreat, August 4 - 11, 2012, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$910, to be paid from CCA/CTA Professional Development General Funds.

Administrative Approval: 7/23/2012

Shana Menaker, Hourly Instructor (OCC), to attend the Traditional Thai Massage: Sacred Bodywork, August 11 - 18, 2012, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$910, to be paid from CCA/CTA Professional Development General Funds submitted for late approval due to late submission to the President's Office, to reimburse \$700 of the total \$910 registration fee.

Administrative Approval: 7/25/2012

Deborah G Orrill, Hourly Instructor (GWC), to attend the 36th Annual California Resource Recovery Association Conference, August 5-8, 2012, Oakland, CA, without loss of salary, with reimbursement for allowable expenses of \$1,280, including a registration fee of \$599, travel by Air Coach, rental car and insurance, to be paid from Department of Labor/Calworks funds.

Administrative Approval: 7/10/2012

Deborah G Orrill, Hourly Instructor (GWC), to attend the 36th Annual California Resource Recovery Association Conference, August 4-8, 2012, Oakland, CA, without loss of salary, with reimbursement for

allowable expenses of \$1,760, including a registration fee of \$599, travel by Air Coach, to be paid from Department of Labor/Calworks funds. The reason for this revision is to correct the travel dates and increase the amount of reimbursement requested.

Revised Admin. Approval: 7/27/2012

Robert S Schneiderman, Counselor (OCC), to attend the 25th International Conferences - First Year Experiences, July 14 - 21, 2012, Vancouver, Canada without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$650, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference General Funds. The reason for this revision is to correct control number.

Revised Admin. Approval: 7/31/2012

Rafer J Sipple, Maintenance Skilled (OCC), to attend the Backflow Prevention Educational Seminar, August 22, 2012, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Maintenance and Operations General Funds.

Administrative Approval: 7/31/2012

Ruben Topete, Maintenance Skilled (OCC), to attend the Backflow Prevention Educational Seminar, August 22, 2012, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from Maintenance and Operations General Funds, submitted for administrative approval due to early registration deadline prior to August board meeting date.

Administrative Approval: 7/31/2012

Don E Turnbull, Hourly Instructor (GWC), to attend the California Community College Cross Country & Track Coaches Association (5CTCA) Annual Convention, August 6-8, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$65, to be paid from Professional Development Funds.

Administrative Approval: 7/27/2012

Subject 4.02 DIS - Authorization for Attendance at Meetings and/or Conferences

Meeting Aug 15, 2012 - Regular Meeting

Category 4. Travel

Access Public

Type Consent

(1) Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Convention and Partner Conferences, November 15-18, 2012, Los Angeles, CA, with reimbursement for actual expenses, including a registration fee of \$550, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Roberta S Adler, Hourly Instructor (CCC), to attend the Annual Conference of American Music Therapy Association, October 9-14, 2012, St. Charles, IL, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$325, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Fairview Categorical funds.

Loretta P Adrian, President (CCC), to attend the Accrediting Commission for Community and Junior Colleges Team Chair Training, August 29-30, 2012, Burlingame, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Loretta P Adrian, President (CCC), to attend the Accrediting Commission for Community and Junior Colleges Team Training, September 6-7, 2012, Oakland, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Linda Bagatourian, Counselor (OCC), to attend the UC Counselor Conference, October 2, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$95, including a registration fee of \$65, to be paid from Transfer Center General Funds.

Linda Bagatourian, Counselor (OCC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$40, to be paid from Transfer Center General Funds.

David L Baird, Dean (GWC), to attend the California Community Colleges Extended Opportunity Programs & Services Association Annual Conference, October 9-12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$300, to be paid from CARE funds.

Chad M Bowman, Dir, Accessibility Ctr for Edu (GWC), to attend the Student Services New Program Directors Training, September 19-23, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to college.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Education Fair Coast Guard, September 25-27, 2012, Traverse City, MI, without loss of salary, with reimbursement for allowable expenses of \$1,200, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Ancillary funds.

Rosalind J Campbell, Student Fin Aid Acct Fisc Spec (OCC), to attend the 2012 California Community College Banner User's Group, September 20, 2012, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Categorical Financial Aid Funds.

Diana D Carmel, Instructor (GWC), to attend the Entrepreneurship in Education 2012 Conference, September 13-16, 2012, Fresno, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to college.

Thomas J Choe, Adm/Records Tech 2 (OCC), to attend the National Association of Veterans Administrators, October 8 - 12, 2012, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$325, travel by Air Coach, to be paid from A&R Veterans Ancillary Account.

Paula L Coker, Foundation Staff Aide (CCC), to attend the Conference for Community College Advancement, October 3-5, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,350, including a registration fee of \$675, to be paid from Classified Professional Development Funds, Foundation Ancillary funds.

Karen P Conlisk, Mil/Cont Ed Program Coord. (CCC), to attend the Council of College and Military Educators Board Meeting, October 3-5, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from Contract Education Ancillary funds.

W. A Dunn III, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials (ACBO) Fall Conference, October 22-24, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$285, to be paid from Administrative Services Management Conference Funds.

Altis Le Ellis, III, Adjunct Sociology Instructor (CCC), to attend the Coastline Education Bound United States (EBUS) Onsite Teaching Assignment, August 16-December 14, 2012, Guangzhou, China without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Laurel E Francis, Dir Of Personnl Svcs (OCC), to attend the Association of Chief Human Resource Officers, October 23 - 26, 2012, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$250, travel by Air Coach, to be paid from Diversity Funds - General Funds.

Ann S French, Mil Pgm Testing Spec (CCC), to attend the Curriculum Institute, July 12-15, 2012, Burlingame, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$725, travel by Air Coach, to be paid from CFCE Conference Funds. The reason for this revision is to extend travel return date to 7/15/12, does not affect reimbursement.

Lee W Gordon, Instructor (OCC), to attend the Ecotourism and Sustainable Tourism Conference, September 17 - 18, 2012, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$390, travel by Air Coach, to be paid from ASOCC Ancillary Funds.

Vickie S Hay, Calwks Staff Asst Sr (OCC), to attend the CalWorks State Advisory Committee New Directors/Coordinators Training, September 18 - 21, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from TANF Grant Funds.

Midge A Hill, Adm/Records Tech 3 (OCC), to attend the National Association of Veterans Administrators, October 8 - 12, 2012, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$325, travel by Air Coach, to be paid from A&R Veterans Ancillary Account.

Deborah D Hirsh, Vice Chancellor (CCCD), to attend the California Diversity Boot camp, August 15, 2012 - August 16, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of

\$400, including travel by Air Coach, to be paid from District Conference Funds. The travel day to attend the conference is August 15, 2012 and the conference is August 16, 2012; due to the date of the conference and the Board Meeting schedule and Agenda deadlines for August, it was not possible to submit this item in advance.

Daniel J Johnson, Instructor (CCC), to attend the Academic Senate for California Community Colleges Curriculum Institute, July 11-16, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,225, including a registration fee of \$725, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Academic Senate Conference Funds. The reason for this revision is to extend return date to 7/16/12. Revision does not affect reimbursement amount.

Nancy S Jones, Dean (CCC), to attend the Los Angeles and Orange County Regional Consortium ' Navigating Leadership Without a Global Positioning System', November 5-7, 2012, Lake Arrowhead, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds.

Cheryl L Jupiter, Counselor (OCC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$40, to be paid from Transfer Center General Funds.

Cheryl L Jupiter, Counselor (OCC), to attend the Los Angeles Area Community College Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$95, including a registration fee of \$65, to be paid from Transfer Center General Funds.

Christine M Leon, Dean (CCC), to attend the Extended Opportunity Programs and Services CARE Training, September 16-21, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Ashley B Lopez, Staff Aide - Foundation Office (CCC), to attend the Conference for Community College Advancement, October 3-5, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,350, including a registration fee of \$675, to be paid from Classified Professional Development Funds, Foundation Ancillary funds.

Earnest G Marchbank, Counselor (GWC), to attend the California Community Colleges Extended Opportunity Programs & Services Association Annual Conference, October 9-12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$300, to be paid from CARE funds.

Christopher D Mefford, Hourly Instructor (CCC), to attend the Coastline Education Bound United States (EBUS) Site Visit and Staff Training, August 17-25, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$3,000, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline's Education Bound United States (EBUS) Site Visit, August 19-25, 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.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline Education Bound United States (EBUS) Site Visit to Kavram College, October 29-November 2, 2012, Istanbul, Turkey without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, to be paid from Contract Education ancillary funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the 2012 California Community College Banner User

Group, September 20, 2012, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Categorical Financial Aid Funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8 - 11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$425, to be paid from Categorical Financial Aid Funds.

Ailene B Nguyen, Counselor (CCC), to attend the University of California Counselor Conference 2012, September 20, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$92, including a registration fee of \$40, to be paid from PDI Conference and Workshop Funds.

Ailene B Nguyen, Counselor (CCC), to attend the California State University Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$117, including a registration fee of \$65, to be paid from PDI Conference and Workshop Funds.

Christina D Nguyen, Counselor (CCC), to attend the University of California Counselor Conference 2012, September 20, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$95, including a registration fee of \$40, to be paid from PDI Conference and Workshop Funds.

Christina D Nguyen, Counselor (CCC), to attend the California State University Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$130, including a registration fee of \$65, to be paid from PDI Conference and Workshop Funds.

Christine P Nguyen, Vice Pres Admn Svcs (CCC), to attend the Association of Chief Business Officers (ACBO) Fall Conference, October 22-24, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$285, to be paid from Administrative Services funds.

Madjid Niroumand, Dean (OCC), to attend the California Community Colleges Training for New Admissions & Records Program Directors/Coordinators, September 17 - 18, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Community College Association for Occupational Education Fall 2012 Conference, October 17-19, 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 EWD/RHORC Grant funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Association of Associate Degree Nursing Directors Fall 2012 Joint State-Wide Conference, October 3-5, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including a registration fee of \$275, to be paid from EWD/RHORC Grant funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Director & Statewide Advisory Grant Meeting, September 20-21, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Medical Assistant Job Analysis Meeting, September 26-27, 2012, Santa Clara, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Deborah G Orrill, Hourly Instructor (GWC), to attend the Huntington Beach Chamber Green Expo, September 15, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$350, to be paid from Department of Labor/Calworks funds.

Omid A Pourzanjani, Dean (GWC), to attend the Special Projects with State Chancellor's Office, August 1, 2012 - January 31, 2013, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$27,600, including travel by Air Coach, rental car and insurance, to be paid from Auxiliary/Grant Funds. Item is submitted late as details of the assignment were still being determined. Off campus assignment was approved at the Special Board Meeting on June 25, 2012. This is a blanket travel item covering weekly travel over the next year. Funds will be provided by the State Chancellor's Office..

Vincent P Rodriguez, VP Instruct & St Svcs (CCC), to attend the Accrediting Commission for Community and Junior Colleges Team Training, September 6-7, 2012, Oakland, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Andreea M Serban, Vice Chancellor (CCCD), to attend the Research and Planning Group 2012 Student Success Conference, October 3 - 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$450, to be paid from Management Conference.

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 \$1650, including a registration fee of \$339, travel by Air Coach, to be paid from ASG Conference funds. The reason for this revision is to increase reimbursement by \$322.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the 2012 Strengthening Student Success Conference, October 3, 2012 to October 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$575, including a registration fee of \$450, to be paid from SB70 Grant.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the Orange County Business Council Workforce Development Conference, October 9, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$95, to be paid from SB70 Grant Funds.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the Orange County Business Council Economic Forecast Conference, October 25, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$170, including a registration fee of \$150, to be paid from SB70 Grant.

Stephen Y Tamanaha, Director of EOPS (OCC), to attend the California Community Colleges Extended Opportunity Programs & Services Association, October 9 - 11, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$300, to be paid from EOPS Categorical funds.

Stephen Y Tamanaha, Director (OCC), to attend the Training Orientation for New Program Directors/Coordinators of EOPS, September 16 - 21, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Son K Vo, Hourly Instructor (CCC), to attend the Responding to the 21st Century Demands for Educational Leadership and Management in Higher Education, June 21-July 4, 2012, Ho Chi Minh City, Vietnam without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$200, travel by Air Coach, to be paid from PDI Conference and Workshop Funds. The reason for this revision is to extend return date to July 4, 2012.

Manoj S Wickremesinghe, Counselor (OCC), to attend the Los Angeles Area Community College Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$65, to be paid from Transfer Center General Funds.

Manoj S Wickremesinghe, Counselor (OCC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration

fee of \$40, to be paid from Transfer Center General Funds.

Lois Y Wilkerson, Dean (CCC), to attend the Chancellor's Office Annual Training and Orientation for New Admissions and Records Program Directors, September 17-18, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

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 \$1,883, including a registration fee of \$339, travel by Air Coach, to be paid from ASG Conference funds. The reason for this revision is to increase reimbursement by \$313.

Sylvia L Worden, Assoc Dean/Director St Hlth Ct (OCC), to attend the California Alcohol and Drug Programs: Journey to Integration, August 20 - 23, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from Alcohol Prevention Grant Funds.

Tracy C Young, Int Audit Coordinator (CCCD), to attend the 2012 CASFAA Annual Conference (California Association of Student Financial Aid Administrators), December 9-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$575, including a registration fee of \$375, to be paid from Financial Aid Administration.

5. Authorization for Student Trips

Subject	5.01 GWC - Student Trips
Meeting	Aug 15, 2012 - Regular Meeting
Category	5. 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.

Student Council Teambuilding Activity

Location: Boomers in Fountain Valley, CA

Date(s): August 22, 2012

Department: Student Activities

Cost/purpose/funding source: \$250 for admission and food from Student Leadership funds.

Fall 2012 University Tours

Location: CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, SDSU, UCI, UCLA, UCSD, USC, etc.

Date(s): TBD

Department: Transfer Center

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

The 28th Annual Disaster Preparedness Academy sponsored by the American Red Cross

Location: Anaheim, California

Date(s): October 10, 2012

Department: Student Activities

Cost/purpose/funding source: \$330 for registration from club funds.

Los Angeles Contemporary Museum of Art Fall Field Trip/Intercultural Program Fall Calendar of Events

Location: Los Angeles

Date(s): October 26, 2012

Department: Student Activities

Cost/purpose/funding source: \$200 for group entrance fee, refreshments, and giveaways from Intercultural Program funds.

Subject	5.02 OCC - Student Trips
Meeting	Aug 15, 2012 - Regular Meeting
Category	5. 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.

ASOCC Activities

Location: Various locations within the local five-county area.

Dates: August 2012 – August 2013

Department: ASOCC, College Life Committee, InterClub Council, and all officially registered clubs.

Cost/Purpose/Funding: Total Amount \$800 per event; for materials, supplies, registration costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle.

Phi Theta Kappa Honor Society – Beta Mu Alpha Chapter at OCC

Location: Monterey, CA

Dates: September 17-19, 2012

Department: Academic Honors

Cost/Purpose/Funding: Total Amount \$1,000; Ecotourism and Sustainable Tourism Conference; for airfare, lodging, meals, registration fees, ground transportation, poster reproduction, shipping charges, and other permitted expenses; Ancillary funds, ASOCC funds, club funds, sponsorships, and personal funds.

Transportation: Commercial carriers and personal vehicle

Student Organization Fundraisers

Location: Various locations within Orange and Los Angeles counties.

Dates: August 2012 – August 2013

Department: ASOCC, College Life Committee, InterClub Council, and all officially registered clubs.

Cost/Purpose/Funding: Total Amount \$500 per event; for materials, supplies, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses. A student and their club advisor may sign a standard agreement which is created by the hosting entity in order for the club to receive a portion of the event proceeds. The Dean of Student Services, and the InterClub Council in occasions involving clubs, will approve all special events prior to the event's occurrence. All monies earned from the activity will be deposited in Associated Students of Orange Coast College and club accounts; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle.

Student Senate for California Community Colleges Fall General Assembly

Location: Rancho Mirage, CA

Date(s): November 1 – 4, 2012

Department: OCC- ASOCC

Cost/Purpose/Funding: \$5,000 for registration, ground transportation, lodging, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: District and personal vehicles

Student Senate for California Community Colleges Spring General Assembly

Location: Burlingame, CA

Date(s): April 25 – 28, 2013

Department: OCC- ASOCC

Cost/Purpose/Funding: \$7,000 for registration, airfare, ground transportation, lodging, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: Air

Orange Coast College Student Cody Joe Torre to attend Student Senate for the California Community Colleges (SSCCC)

Location: Sacramento, CA

Dates: August 2012 – August 2013

Department: ASOCC

Cost/Purpose/Funding: To serve as the Region 8 Senator and attend monthly meetings. As per Title 5, California Code of Regulations Section 50002 and Education Code 71040, student delegates to the SSCCC will participate under the general supervision of the State Chancellor's Office. Travel and lodging expenses to be paid by the California Community Colleges Systems Office with no advisor present.

Transportation: District/ Public/Air Travel

OCC Marine Science Dolphin Boat Trips

Location: OCC Newport Sailing Center

Dates: August 13, August 27, September 10, September 24, October 8, and October 22, 2012.

Department: Math and Sciences

Purpose: To study marine life, specifically aimed towards dolphin observation.

Cost/Funding Source: Total amount of \$720 to be paid from Foundation funds.

UCI Team Up!

Location: Irvine, CA

Date(s): August 2012

Department: OCC- ASOCC

Cost/Purpose/Funding: \$3,000 for registration, snacks, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: District Vehicles

Associated Students of Orange Coast College Leadership Conference

Location: Pomona, Ca

Dates: October 2012

Department: ASOCC

Cost/Purpose/Funding: Total amount of \$12,500 for facility rental, meals, conference supplies and miscellaneous expenses to be paid from ASOCC.

Transportation: District Vehicles

The OCC Women's Water Polo Team, PE A109 (#11212) and ATHL A246 (#24490), will be participating in a training camp.

Location: Lake Arrowhead, Ca

Date: August 23-24, 2012

Department: OCC Kinesiology and Athletics

Cost/Purpose/Funding Source: The training camp is a supplement to the summer training class and fall team class for the OCC Women's Water Polo team. No cost to the College.

Transportation: Personal Vehicles

6. Authorization for Special Projects

Subject	6.01 GWC - Special Projects
Meeting	Aug 15, 2012 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

EOPS Graduation Banquet

Date(s): May 2013

Department: EOPS/CARE

Purpose: To provide EOPS graduated students award banquet.

Cost/purpose/funding source: \$800 for refreshments and supplies from EOPS/CARE funds.

CARE Workshops

Date(s): Fiscal Year 2012 - 2013

Department: EOPS/CARE

Purpose: To provide CARE students workshops and luncheons. Some workshops may have speakers.

Cost/purpose/funding source: \$1,500 for food from CARE funds.

Campus & Community Advisory Meetings, Regional Director Meetings and Staff Retreat

Date(s): Fiscal Year 2012 - 2013

Department: EOPS/CARE/EFY

Purpose: To discuss department goals and objectives.

Cost/purpose/funding source: \$1,500 for refreshments and supplies from EOPS/CARE/EFY funds.

CARE Adopt-a-Family Holiday Program

Date(s): December 2012

Department: EOPS/CARE

Purpose: To provide CARE students and their families with gifts and gift cards for the holidays.

Cost/purpose/funding source: \$2,000 from CARE Adopt-a- Family funds.

EOPS/CARE/EFY Program Holiday Dinner 2012

Date(s): December 2012

Department: EOPS/CARE/EFY

Purpose: To provide Foster Youth Christmas dinner and gift cards as awards.

Cost/purpose/funding source: \$2,500 from EFY funds.

Refreshments for Campus Meetings (Managers' Meetings, Chancellor's Cabinet, Forums, etc.)

Date(s): Fall 2012 & Winter 2013

Department: President's Office

Purpose: Refreshments for campus meetings.

Cost/purpose/funding source: \$1,000 for refreshments from College Discretionary funds.

President's Holiday Open House

Date(s): December 2, 2012

Department: President's Office

Purpose: Annual holiday activity for faculty and staff.

Cost/purpose/funding source: \$2,000 for food, supplies, and printing from College Discretionary funds.

Employee of the Month Program

Date(s): 2012-13 Academic Year

Department: President's Office

Purpose: Monthly and annual awards for outstanding employee performance.

Cost/purpose/funding source: \$1,500 for cash awards, plaques, and balloons from College Discretionary funds.

Huntington Beach Council on Aging - Senior Saturday Community Festival 2012

Date(s): September 8, 2012

Department: Foundation

Purpose: Apprise local senior community of Coast Community College District activities.

Cost/purpose/funding source: \$250 for sponsorship from Foundation funds.

Preceptor Instructor Workshop Inland Empire

Date(s): September 12 & 13, 2012

Department: RHORC-HWI

Purpose: Provide class to hospital staff

Cost/purpose/funding source: \$1,000 for food and supplies from RHORC Trust funds.

Fall 2012 Transfer Day Fair

Date: October 11, 2012

Department: Transfer Center

Purpose: Representatives from the local CSU, UC, private, and out-of-state universities will be on campus to provide information on admissions procedures, financial aid, housing and other subjects. The day is scheduled for students to find out quickly and conveniently what they need to know to continue their education at a four-year school.

Cost/purpose/funding source: \$650 for printing, decorations, table rental, and food/refreshment for reps and students from the General Budget-Transfer Day Fair.

University Representatives on Campus

Date(s): Fall 2012

Department: Transfer Center

Purpose: Admission counselors from Cal Poly Pomona, Chapman University, CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, UC Irvine, UCLA, etc. will be on campus to counsel transfer students.

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

Fall Athletic Home Games

Date(s): Fall 2012

Department: Health Education/Kinesiology/Athletics

Purpose: \$29,000 for paying officials, lines-people, scorekeepers, announcers, chain-crew and other related expenses associated with holding a home event from auxiliary and Foundation funds.

Summer Picnic on the Lawn

Date(s): August 16, 2012

Department: Staff Development

Purpose: Campus activity

Cost/purpose/funding source: \$500 for food, drinks, and supplies from Staff Development Foundation funds.

GWC Theater 2012-2013 Productions

Date(s): March 8-17, 2013

Department: Theater

Purpose: GWC Theater presents "Moby Dick"

Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees (\$12 for general; \$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

(Revision is to change the dates. Previous Board action: 3/7/12.)

Quality and Safety Education for Nurses (QSEN) Workshop

Date(s): August 15, 2012

Department: Health Professions/HWI/RHRC

Purpose: Provide one day QSEN workshop for up to 200 nurses at Doubletree Ontario Hotel

Cost/purpose/funding source: \$14,000 for food, conference room, AV package, and lodging for speaker from RHRC Trust funds.

(Revision is to increase the cost from \$12,000. Previous Board action: 4/4/12.)

Subject **6.02 OCC - Special Projects**

Meeting Aug 15, 2012 - Regular Meeting

Category 6. Authorization for Special Projects

Access Public

Type Consent

A Light Lunch

Date: Sept.7 -Sept. 16, 2012

Department: Visual and Performing Arts/ Theatre

Purpose: Student and Community Outreach

Cost/ Purpose/Funding Source: Total Amount \$2,000. Admission: \$5 advance, \$7 door. Associated production expenses to be paid from ASOCC and ancillary funds

Scene Night

Date: Sept. 28 -30, 2012

Department: Visual and Performing Arts/ Theatre

Purpose: Student Directed Production, Community Outreach

Cost/ Purpose/Funding Source: Total Amount \$200. Free Admission. Associated production expenses to be paid from ASOCC and ancillary funds

Sherlock Holmes and the Incredible Murder of Cardinal Tosca

Date: Oct 12 -14 and Oct.19 -21, 2012

Department: Visual and Performing Arts/ Theatre

Purpose: Student and Community Outreach

Cost/Purpose/Funding Source: Total Amount \$12,000. Admission: Adult tickets \$10 adv/\$12 door, students, seniors, children \$6 adv/\$8 door *Special free performance for OCC Staff, Faculty and Students:* Friday October 19 at 12:30. Associated production expenses to be paid from ASOCC and ancillary funds

10 or Less

Date: October 26-28, 2012

Department: Visual and Performing Arts/Theatre

Purpose: Student Directed Production, Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$2,000. Admission: \$5 advance, \$7 door Associated production expenses to be paid from ASOCC and ancillary funds

Tres Hermanas De Figueroa

Date: Nov. 9-11 and 16-18, 2012

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$2,000. Admission: Adult tickets \$10 adv/\$12 door, students, seniors, children \$6 adv/\$8 door. *Special free performance for OCC Staff, Faculty and Students:* Friday November 16. Associated production expenses to be paid from ASOCC and ancillary funds

An Old-Fashioned Christmas Melodrama and Ice Cream Social

Date: Dec. 7-9 and 14-16, 2012

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$5,000. Admission: Adults: \$7 adv/\$9 door Children, seniors, students: \$5 adv/ \$7 door. Associated production expenses to be paid from ASOCC and ancillary

funds

The Final Countdown

Date: Feb 9 and 10, 2013

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$200. Free Admission. Associated production expenses to be paid from ASOCC and ancillary funds

Original Play Festival

Date: March 8-10 and 16-17, 2013

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$400. Free Admission. Associated production expenses to be paid from ASOCC and ancillary funds

A Meeting of the Absurd

Date: April 12-14, 2013

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$2,000. Admission: \$5 advance, \$7 door. Associated production expenses to be paid from ASOCC and ancillary funds.

The Threepenny Opera

Date: May 3, 4, 5, 10, and 11, 2013

Department: Visual and Performing Arts/ Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$24,000. Admission: Adult tickets \$12 adv/\$15 door Students, seniors, \$8 adv/\$10 door. Associated production expenses to be paid from ASOCC and ancillary funds

One-Act Festival

Date: May 16-19, 2013

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach

Cost/ Purpose /Funding Source: Total Amount \$2,000. Admission: \$5 advance, \$7 door Associated production expenses to be paid from ASOCC and ancillary funds

Educational Touring Show

Date: Spring 2013 Semester

Department: Visual and Performing Arts/ Theatre

Purpose: Free community outreach program bringing live theatre to schools, community centers and local public events.

Cost/Purpose/Funding Source: Total Amount \$2,000. Associated production expenses to be paid from ASOCC and ancillary funds

OCC Faculty Dance Concert

Date: October 27 2012

Department: Visual and Performing Arts/Dance

Purpose: Student and community outreach

Cost/Purpose/Funding Source: Total amount \$9,000 in expenses, to be paid from ancillary and ASOCC

funds. Expenses will include but not be limited to fees for guest performers (dancers/musicians), composers, OCC faculty additional hours, guest choreographers, costuming, lighting, props, photography, videography and publicity.

Student Dance Concert

Date: April 26 and 27, 2013

Department: Visual and Performing Arts/Dance

Purpose: Student and Community Outreach

Cost/Purpose/Funding Source: Total amount \$9,000 in expenses, to be paid from ancillary and ASOCC funds. Expenses will include but not be limited to fees for guest performers (dancers/musicians), composers, OCC faculty additional hours, guest choreographers, costuming, lighting, props, photography, videography and publicity.

Studio Hour

Date: December 5, 2012 and May 14, 2013

Department: Visual and Performing Arts/Dance

Purpose: Student and Community Outreach

Cost/Purpose/Funding Source: Expenses to be paid from ASOCC and dance department ancillary accounts. Total Amount \$2,000. Expenses will include fees for guest performers, faculty involvement, costumes, props, videography, and publicity.

World Dance Celebration

Date: May 17, 2013

Department: Visual and Performing Arts/ Dance

Purpose: Student and Community Outreach

Cost/Purpose/Funding Source: Total amount \$9,000 in expenses, to be paid from ancillary and ASOCC funds. Expenses will include but not be limited to fees for guest performers (dancers/musicians), composers, OCC faculty additional hours, guest choreographers, costuming, lighting, props, photography, videography and publicity.

Pilates Guest Speaker Series

Date: Fall 2012 & Spring 2013 semesters

Department: Visual and Performing Arts/ Dance

Purpose: A series of lectures by different Pilates authorities open to OCC students and community.

Cost/Purpose/Funding Source: Expenses to be paid from ASOCC and dance department ancillary accounts. Total Amount \$2,500 in expenses for entire series. Expenses include guest speaker fees. \$20 admission fee for community.

Dance Injury Prevention Workshops

Date: Fall 2012 and Spring 2013 semesters

Department: Visual and Performing Arts/ Dance

Purpose: Prevent and advise dance and Pilates students on injuries.

Cost/ Purpose/Funding Source: Total amount \$2,000 (each guest speaker to be paid \$500) Funds to be paid from ASOCC and dance department ancillary account.

Choreography Showcases and Dance Events

Date: Fall 2012, Spring 2013 and Summer 2013 semesters

Department: Visual and Performing Arts/ Dance

Purpose: Attendance by OCC students and faculty to local and regional choreography and dance showcases where students perform, take classes, watch peers and outside artists perform.

Cost/Purpose/Funding Source: Total amount \$3,000 in expenses, to be paid from ancillary and ASOCC

funds. Expenses will include but not be limited to transportation, lodging and per diem fees.

Dance Department Meetings and Special Events

Dates: Fall 2012 and Spring 2013 semesters

Department: Visual and Performing Arts/ Dance

Purpose: To hold various informational, advisory meetings and rehearsals

Cost/Purpose/Funding Source: Total amount \$800 in expenses, to include food, refreshments, and promotional items, to be paid from dance ancillary funds.

High School Dance Day

Date: Spring 2013 semester

Department: Visual and Performing Arts/Dance

Purpose: Student and community outreach

Expenses will include payment of dance instructors to teach classes for high school students, to promote interest in OCC.

Cost/Purpose/Funding Source: Total amount \$600, to include, but not limited to, payment of dance instructors to teach classes for high school students, to promote interest in OCC. Expenses will be paid from the dance department ancillary account.

Chorale/Orchestra Concert

Dates: October 6, 2012

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach.

Costs/Funding Source: Total Amount \$15,000. Expenses to be paid from ticket sales and ASOCC funds. Tickets \$15

Orchestra Concerts

Dates: November 17, 2012, March 2, 2013 and May 11, 2013

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach

Costs/Funding Source: Tickets \$15. Total Amount 15,000. Expenses to be paid from ticket sales and ASOCC funds.

Chorale/Chamber Singers Concert

Dates: November 10, 2012, March 16, 2013 and May 4, 2013

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach

Costs/Funding Source: Total Amount \$8,000. Expenses to be paid from ticket sales and ASOCC funds. Tickets \$15.

Wind Ensemble Concerts

Dates: November 4, 2012, May 5, 2013

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach

Costs Funding Source: Total Amount \$6,000. Expenses to be paid from ticket sales and ASOCC funds. Advance \$5, at the door \$7

Wind Ensemble Christmas Concert

Dates: December 12, 2012

Location: Student Center

Department: Music/ Visual and Performing Arts

Purpose: Student and Community Education

Costs/ Funding Source: Free to public, Total Amount \$2,000. Expenses to be paid from ASOCC funds.

Jazz Ensemble Concerts

Dates: December 3, 2012, May 6, 2013

Department: Visual and Performing Arts/ Music

Purpose: Student Musical Production

Costs: Total Amount \$6,000. Expenses to be paid for tickets sales and ASOCC funds. Tickets: advance \$8, at the door \$10

Musical Theatre Workshop

Dates: November 30, 2012 and May 18, 2013

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach

Costs/ Funding Source: Total Amount \$3,000. Expenses to be paid from ticket sales and ASOCC funds. Tickets \$10

Guitar Department Concert

Dates: December 11, 2012 and May 23, 2013

Department: Visual and Performing Arts/Music

Purpose: Student Musical Production,

Costs/Funding Source: Total Amount \$3,000. Expenses to be paid from ticket sales and ASOCC funds. Tickets \$10

OCC Photography Gallery Exhibitions

Date: July 1, 2012 to May 30, 2013

Department: Photography/VPA

Purpose: Student and Community Outreach.

Cost/Purpose/Funding Source: \$500 for each exhibiting artist, \$500 for each guest speaker, \$600 for each student show prizewinner. Total Amount \$1000 for each reception including food, drinks and gallery supplies. Expenses paid from ASOCC funds.

Art Representatives from Dick Blick

Date: Fall and Spring Semesters

Department: Art/Visual and Performing Arts

Purpose: Student Enrichment and Outreach

Cost/Purpose/Funding Source: No cost to College.

Visual and Performing Arts Meetings and Events

Date: 2012-2013 Academic Year

Department: Visual and Performing Arts Division

Purpose: To hold a variety of meetings and events, including but not limited to advisory meetings and various classroom activities such as rehearsals and information sessions

Cost/Purpose/Funding: Total Amount \$1,500 to include food, refreshments, supplies, and print materials. To be paid from Ancillary/ASOCC/Foundation funds.

30th Annual High School Senior Day

Date: February 2013

Department: OCC Communications & Marketing Division

Purpose: Recruitment and community outreach.

Cost/Purpose/Funding Source: Total amount \$50,000 to include BBQ lunch, transportation for attendees,

promotional and recruitment materials, supplies for event. To be paid from ASOCC, Ancillary, Foundation and District funds.

Puente Program Events

Date: 2012-2013

Department: Counseling

Purpose: To coordinate and attend a variety of student and mentor educational, informational, and transfer events, including, but not limited to, Mentor Social for students, mentors and parents, Motivational Conference, Puente College Night, Puente/TOP Holiday Potluck, Mentor Training , Puente Matriculation dinner, student/mentor dinner and play performance attendance, campus wide guest speaker, the Puente Annual Banquet, give award, journals, book gift certificates, sashes for transfer student and mentor gifts, and the Puente program 20th anniversary event.

Cost/Purpose/Funding Source: To an amount of \$6,500 to be paid by the Regents of the University of California (UCOP), ASOCC and Foundation funds.

ASOCC & Club Activities

Date: August 2012 - August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: Variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives, meetings, and demonstrations. Performances and activities will take place at pre-approved locations throughout the Orange Coast College campus. Events may include community members, off-campus vendors, OCC students, faculty, staff, and administrators.

Cost/Purpose/Funding: Total Amount \$1,000 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Club Rush

Date: September 11, 2012 and February 12, 2013

Department: OCC – ASOCC, InterClub Council.

Purpose: To promote student involvement and club membership.

Cost/Purpose/Funding: Total Amount \$2,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds, club funds, and student personal funds.

Purpose: Types of vendors that may be utilized include flower sales, photographers, disc jockeys, obstacle courses, and interactive games. All necessary contracts and/or insurance forms will be on file with the appropriate offices. The Dean of Student Services, and the InterClub Council in occasions involving clubs, will approve all special events. All monies earned from the activity will be deposited in Associated Students of Orange Coast College and club accounts.

Cost/Purpose/Funding: Total Amount \$1,500 per event; to include supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds, club funds, and sponsorships.

Coast Days

Date: August 2012 – August 2013

Department: OCC – ASOCC, InterClub Council, and all officially registered Orange Coast College clubs.

Purpose: Club competition, student involvement, fundraising, and club membership.

Cost/Purpose/Funding: Total Amount \$5,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, awards, T-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

End of the Semester Luncheons

Date: December 4, 2012 and May 2013

Department: OCC – ASOCC, InterClub Council.

Purpose: Club and club advisor appreciation luncheon.

Cost/Purpose/Funding: Total Amount \$5,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds.

Angel Tree Gift Drive

Date: November - December 2012

Department: OCC – ASOCC, College Life Committee.

Purpose: Gift collection drive. All gifts collected will be donated to the OCC Children's Center and local community agencies.

Cost/Purpose/Funding: Total Amount \$800; to include materials, supplies, rentals, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds.

Children's Center Holiday Party

Date: December 2012

Department: OCC – ASOCC, College Life Committee.

Purpose: Holiday party for the Orange Coast College Children's Center hosted by ASOCC.

Cost/Purpose/Funding: Total Amount \$800; to include materials, supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds.

Blood and Bone Marrow Drives

Date: August 2012 - August 2013

Department: OCC - ASOCC, College Life Committee.

Purpose: To sponsor blood and bone marrow registration drives, and monthly bloodmobiles.

Cost/Purpose/Funding: Total Amount \$300 per event, to include materials, supplies, refreshments, prizes, promotional items, printed items, miscellaneous expenses, to be paid from ASOCC funds and Health Center funds.

Variety of Activities

Date: August 2012 - August 2013

Department: OCC - ASOCC, College Life Committee, Interclub Council, and all officially registered OCC clubs.

Purpose: Variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations. Performances and activities will take place at pre-approved locations throughout the Orange Coast College campus.

Cost/Purpose/.Funding: Total Amount \$2,000 per event, to include but not limited to, materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds, club funds, sponsorships, fundraisers and student personal funds.

Vendors for Fundraising

Date: August 2012 - August 2013

Department: OCC - ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: Types of vendors that may be utilized include flower sales, photographers, disc jockeys, obstacle courses and interactive games. All necessary contracts and/or insurance forms will be on file with the appropriate offices. The Dean of Student Services, and the InterClub Council in occasions involving clubs,

will approve all special events. All monies earned from the activity will be deposited in Associated Students of Orange Coast College and club accounts.

Special Olympics

Date: April 2013

Department: OCC – ASOCC, College Life Committee.

Purpose: To co-sponsor Special Olympics on the OCC track and field.

Cost/Purpose/Funding: Total Amount \$500; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, awards, prizes, promotional items, miscellaneous expenses; to be paid from ASOCC funds.

Multicultural Events

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, Student Senate, and all officially registered OCC clubs.

Purpose: To celebrate the cultural diversity present at OCC and to raise awareness to the student body about multiculturalism.

Cost/Purpose/Funding: Total Amount \$7,000; to include materials, supplies, decorations, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Awareness Day Events

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, and all officially registered OCC clubs.

Purpose: To bring awareness to the student body and community members about a current and relevant topic.

Cost/Purpose/Funding: Total Amount \$8,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Open Mic Event

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, and all officially registered OCC clubs.

Purpose: Student expression through music, poetry, comedy, etc.

Cost/Purpose/Funding: Total Amount \$1,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds.

Movie Showings

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, and all officially registered OCC clubs.

Purpose: To provide on-campus entertainment for the student body.

Cost/Purpose/Funding: Total Amount \$5,000; to include materials, supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Field Day

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: Opportunity for the student organizations to participate in recreational outdoor/indoor activities.

Cost/Purpose/Funding: Total Amount \$500; to include materials, supplies, rentals, catering, refreshments, entertainment, awards, t-shirts, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Graduation Rehearsal BBQ

Date: May 2013

Department: OCC – ASOCC, College Life Committee.

Purpose: To provide food and beverage to the graduating OCC students.

Cost/Purpose/Funding: Total Amount \$1,300; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds.

InterClub Council Carnival

Date: August 2012 – August 2013

Department: OCC – ASOCC, InterClub Council, and all officially registered OCC clubs.

Purpose: Opportunity for the student body to participate in outdoor/indoor games and activities.

Cost/Purpose/Funding: Total Amount \$4,000; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Promotional Items

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: Purchase of promotional items to encourage attendance to and for use during student events, orientation program, and meetings.

Cost/Purpose/Funding: Total Amount \$10,000; to include promotional items (i.e. shirts, fliers, posters, banners, gift cards, and other miscellaneous expenses); to be paid from ASOCC funds and club funds.

Meetings and Events

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: To discuss issues, planning, event coordination, and execution of events related to the ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Cost/Purpose/Funding: Total Amount \$300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, t-shirts, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Video Game Events

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: To provide on-campus entertainment and interaction for the student body.

Cost/Purpose/Funding: Total Amount \$500 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, printed items, gift cards, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Karaoke Lounge Event

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC

clubs.

Purpose: To provide on-campus entertainment and interaction for the student body.

Cost/Purpose/Funding: Total Amount \$500 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds and club funds.

Athletic Event Attendance

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee, InterClub Council, and all officially registered OCC clubs.

Purpose: To provide the formalized opportunity for the College Life Committee, the InterClub Council, officially registered OCC clubs, and the general student population to attend and support OCC athletic events as an organization.

Cost/Purpose/Funding: Total Amount \$300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, speakers, t-shirts, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds.

Write-it-out

Date: August 2012 – August 2013

Department: OCC – ASOCC, College Life Committee.

Purpose: To provide the opportunity for the students of OCC to express thoughts and feelings through art and written communication.

Cost/Purpose/Funding: Total Amount \$300 per event; to include materials, supplies, rentals, catering, refreshments, entertainment, prizes, promotional items, printed items, miscellaneous expenses; to be paid from ASOCC funds.

Job Center & Internship Academy

Date: 2012-2013 Academic Year

Department: OCC Job Center Internship Academy

Purpose: To host various functions, workshops, and meetings during the 2012-2013 school year. Function and activity expenses to include food, supplies, independent contractors, vendors, development and distribution of print and web materials, equipment and meeting rooms up to \$5,000.

Cost/Purpose/Funding Source: All to be paid by Ancillary Funds, Grants, and ASOCC.

Job & Internship Annual Fair

Date: April 2013

Department: OCC Job Center & Internship Academy

Purpose: To host a Job & Internship Fair for students, alumni, and community members seeking employment.

Cost/Purpose/Funding Source: Exhibitors will pay \$120 registration fee to cover some equipment rental fees. Prizes will be awarded. All other expenses to include food, supplies, equipment, advertising, opportunity drawing items to be paid by Ancillary Funds, Grants and ASOCC.

OCC Career Services Functions, Projects, and Meetings

Date: August 16-September 30, 2012

Department: OCC – Career Services

Purpose: Orange Coast College Career Services Department will host various functions and meetings and complete various projects during the first quarter of the 2012-2013 fiscal year. Function and activity expenses to include food, buses, substitutes, supplies, vendors, development and distribution of print and web materials, equipment and meeting rooms related to grant activities, job fairs, and support for the instructional programs.

Cost/Purpose/Funding Source: Total amount \$10,000 to be paid from Career, Community, and Contract Education Indirect and ancillary funds.

Staff Development Meetings and Events

Date: 2012-2013 Academic Year

Department: Staff Development

Purpose: Host various meetings and events

Cost/Purpose/Funding Source: \$6,000 to include, but not limited to, food and beverages and other related Expenses

Staff Diversity Meetings and Events

Date: 2012-2013 Academic Year

Department: Staff Development and Staff Diversity

Purpose: To promote and educate campus constituents on issues surrounding diversity.

Cost/Purpose/Funding Source: \$5,000 to include, but not limited to, food entertainment, mailings, publications, special events, and other miscellaneous expenses. To be paid from staff diversity funds.

Student Government Training

Dates: August 2012

Department: OCC- ASOCC

Purpose: Training for student government participants.

Cost/Purpose/Funding Source: Total amount \$5,000 for training materials, supplies, meals, snacks, and miscellaneous expenses; to be paid from ASOCC funds.

Variety of Meetings

Date: 2012-2013 Academic Year

Department: OCC Business and Computing Division

Purpose: To hold a variety of meeting on and off campus including eight division advisory committee meetings.

Cost/Purpose/Funding Source: Total amount \$800 to include food and supplies to be determined by number of participants paid from ancillary funds.

Various Meetings, Workshops, and Special Events

Dates: 2012 – 2013 Fiscal Year

Department: OCC - Technology Department

Purpose: Industry Advisory Committee meetings/campus meetings and events.

Cost/Purpose/Funding Source: Total expenses \$500 to be paid out of Division Ancillary and/or Division General funds.

OCC Honors Program Meetings and Events

Date: July 1, 2012 - June 30, 2013

Department: Academic Honors/Honors Program

Purpose: Student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: Total cost \$10,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers fees, refreshments, decorations, purchases of promotional/ logo items, and other allowable expenses to be paid from Honors Program/ASOCC funds, fundraising, sponsorships, students' personal funds.

OCC Phi Theta Kappa Meetings and Events

Date: July 1, 2012 - June 30, 2013

Department: Academic Honors

Purpose: Student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers fees, refreshments, decorations, purchases of promotional/ logo items, and other allowable expenses to be paid from Phi Theta Kappa/ASOCC funds, fundraising, sponsorships, students' personal funds.

Alpha Gamma Sigma Meetings and Events

Date: July 1, 2012 - June 30, 2013

Department: Academic Honors

Purpose: Student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers fees, refreshments, decorations, purchases of promotional/ logo items, and other allowable expenses to be paid from Alpha Gamma Sigma /ASOCC funds, fundraising, sponsorships, students' personal funds.

Mu Alpha Theta Meetings and Events

Date: July 1, 2012 - June 30, 2013

Department: Academic Honors/Honors Program

Purpose: Student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising , printing, postage, gifts, prizes, venue admission, parking fees, fares, film licensing, speakders fees, refreshments, decorations, purchases, promotional/logo items, and other allowable expenses to be paid from Mu Alpha Theta/ASocc funds, fundraising, sponsorships, students' personal funds

Phi Alpha Mu Meetings and Events

Date: July 1, 2012 - June 30, 2013

Department: Academic Honors/Honors Program

Purpose: Student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers fees, refreshments, decorations, purchases of promotional/ logo items, and other allowable expenses to be paid from Alpha Beta Gamma /ASOCC funds, fundraising, sponsorships, students' personal funds.

Staff Meetings, Trainings, Special Events

Date: August 16, 2012 - June 30, 2012

Department: Instructional Food Services

Purpose: Department planning, staff training, coordinated campus events.

Cost/Purpose/Funding Source: Total cost of \$3,600 for food, promotion and supplies related to the events to be paid from Cafeteria Auxiliary funds.

Omega Psi Sigma Meetings and Events

Date: July 1, 2012 - June 2013

Department: Academic Honors/Honors Program

Purpose: Student-centered events, meetings and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers' fees, refreshments, decorations, purchases of promotional/logo items, and other allowable expenses to be paid from Omega Psi Sigma/ASOCC funds, fundraising, sponsorships, students' personal funds.

Alpha Beta Gamma Meetings and Events

Date: July 1, 2012 - June 2013

Department: Academic Honors/Honors Program

Purpose: Student-centered events, meetings and activities.

Cost/Purpose/Funding Source: Total cost \$5,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers' fees, refreshments, decorations, purchases of promotional/logo items, and other allowable expenses to be paid from Alpha Beta Gamma/ASOCC funds, fundraising, sponsorships, students' personal funds.

Industry Advisory Committee Meetings, Events, and campus functions

Date: 2012-2013

Department: Consumer and Health Sciences Division

Purpose: Community Outreach, career development, student success assistance.

Cost/Purpose/Funding Source: Total amount of \$3,000 to be paid from ASOCC funds, Ancillary, and Community Education funds.

Subject	6.03 CCC – Special Projects
Meeting	Aug 15, 2012 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

University Transfer Event

Date: October 8, 2012, 5:00 – 7:00 p.m.

Location: Garden Grove Center

Department: Student Services-Counseling Department

Purpose: Provide event for students to meet with university representatives to learn about transfer degree programs and opportunities.

Cost/purpose/funding source: \$2,500

Funding Source: Transfer Center general funds and Associated Student Government ancillary funds.

Coastline Community College Art Gallery Exhibit Reception

Date: September 14, 2012

Location: Coastline Art Gallery at the Huntington Beach location

Department: Art

Purpose: Fundraising exhibit

Cost/purpose/funding source: Ancillary funds

Coastline Community College Art Gallery Receptions

Date: November 2, 2012; December 7, 2012; February 1, 2013; March 22, 2013; and May 10, 2013

Location: Coastline Art Gallery at the Newport Beach Learning Center location

Department: Art

Purpose: Fundraising exhibitions

Cost/purpose/funding source: Varying costs paid from ancillary funds.

Early College High School Back to School Night

Date: September 6, 2012; 6:30 p.m. – 8:15 p.m.

Location: Coastline College Costa Mesa Center

Department: Early College High School

Purpose: Give parents the opportunity to meet instructors and receive information about upcoming school year.

Cost/Purpose: No cost to the College.

Private Ballet Classes

Dates: August 28, 2012; September 4, 2012; September 11, 2012; September 18, 2012; September 25, 2012; October 2, 2012; October 9, 2012 and October 16, 2012; 7:00 p.m. – 8:00 p.m.; September 8, 2012; September 15, 2012; September 22, 2012; September 29, 2012; October 6, 2012; October 13, 2012 and October 20, 2012; 9:30 a.m. – 10:30 a.m.

Location: Costa Mesa Center Dance Room

Department: Dance

Purpose: Private Dance Instruction

Cost/Purpose: \$99 fee for the Tuesday sessions and \$88 fee for the Saturday sessions to be paid to the instructor. Instructor Kathy Kahn will rent the Dance Room at a rate of \$50/hour. There will be no cost to the College.

Newport Beach Learning Center Ribbon Cutting and Dedication Ceremony

Dates: October 3, 2012; 2:00-4:00 p.m.

Location: Coastline Newport Beach Campus

Department: Marketing/Public Relations & Coastline Foundation

Purpose: Media and Community Awareness

Cost/purpose/funding source: \$4,000 for refreshments and supplies to be shared by Coastline Foundation ancillary funds and Marketing/PR general funds.

EOPS Special Events: New Student Orientations, Skill-building Workshops, Special Events to Recognize Student Scholarships and Excellence, Various Meetings such as with the EOPS Advisory Committee

Date: Various dates throughout 2012-13

Location: College Center and Garden Grove Center

Department: EOPS

Purpose: To increase student knowledge and awareness, and build partnerships with Coastline.

Cost/purpose/funding source: \$1,500 from EOPS and CARE funds to support these activities.

All College General Meeting Workshop

Date: August 31, 2012; 2:00 – 5:00 p.m.

Location: Rose Center Grand Ballroom, Westminster

Department: President's Office

Purpose: College Forum

Cost/purpose/funding source: \$5,500/Materials, refreshments and location fees/Ancillary and General Funds

Revision to Previous Board Action

Co-Sponsored Vietnamese Language Instructors Conference with Senator Lou Correa's Office

Date: 8/10/12 from 5:00 p.m. - 9:00 p.m. and 8/11/12 from 7:00 a.m. - 6:00 p.m. and 8/12/12 from 7:00 a.m. - 5:00 p.m.

Location: Le-Jao Center classrooms

Department: Marketing, PR, and Governmental Affairs

Purpose: Community event

Cost/purpose/funding source: \$1720 in staffing fees to be paid by group. (Revision is to add three hours on 8/11/12 and 8/12/12 increasing the total cost of staffing fees an additional \$120 for a total of \$1720. Prior Board Approval: 06/20/12)

7. Authorization to Apply for Funded Programs

Subject 7.01 DIS - Authorization to Apply for Funded Programs

Meeting Aug 15, 2012 - Regular Meeting

Category 7. Authorization to Apply for Funded Programs

Access Public

Type Consent

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

Coast Community College District received the State Chancellor's Office, Career Technical Education (CTE) Transitions grant titled "**CTE Transitions**". The emphasis of this allocation will be on facilitating the transition from secondary to post-secondary to occupation. The areas that will be funded within this grant are: outreach/career exploration; validation – not origination – of current articulation agreements (using templates and other existing resources); support for "credit by examination" mechanisms (testing & registrars); support for concurrent enrollment options (but not direct instructional costs); and support for coordination of work-based learning/internships/placement.

Fiscal Impact: Coast Community College District will receive \$148,167 from July 1, 2012 through June 30, 2013. No matching funds are required.

Orange Coast College received the California Community College, Chancellor's Office, Perkins Title IB grant titled "**Career Development State Advisory Committee**". Orange Coast College will serve as the 2012-2013 fiscal agent and facilitating institution for the Career Development Statewide Advisory Committee. Activities will include: meeting coordination, professional development workshops, distribution of literature, web site maintenance, and implementation of marketing plan.

Fiscal Impact: Orange Coast College will receive \$38,000 from July 1, 2012 through June 30, 2013. No matching funds are required.

Coastline College has received a grant titled "**Learning First: A National Consortium of Leading Online Universities and Coastline Community College**." Learning First is a collaborative effort involving the League for Innovation in the Community College, the University of Massachusetts Online, Pennsylvania State University World Campus, the University of Illinois-Springfield, and Coastline Community College. Learning First participants will form a consortium that (1) increases CCC's capacity to serve students, in particular, low-income young adults, thereby decreasing the number of students on its wait list, (2) following a unique 1-2-1 partner articulation/concurrent enrollment model, decreases the amount of time required to earn a bachelor's degree; and (3) with the 1-2-1 model and partner credit/transfer agreements, decreases the cost of earning a bachelor's degree. Learning First's priority will be low-income young adults seeking opportunities to earn associate and bachelor's degrees from respected public institutions of higher education without leaving their home communities. With demonstrated successes, Learning First could serve as a model for tens of thousands of students on wait lists at community colleges across California and across the country.

Fiscal Impact: Coastline College will receive \$75,780 from April 1, 2012 through September 30, 2013. No matching funds are required.

8. Authorization for Disposal of Surplus

Subject 8.01 DIS - Disposal of Surplus
Meeting Aug 15, 2012 - Regular Meeting
Category 8. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[081512Surplus.pdf \(6 KB\)](#)

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Desk	9040035	---	---	P
Overhead Projector	9028368	---	---	P

9. Authorization to Enter Into Standard Telecourse Agreements

Subject	9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Aug 15, 2012 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

ANTHROPOLOGY: THE FOUR FIELDS

NILRC (IL)

Term of Agreement: September 1, 2012 – August 31, 2015

ASTRONOMY: OBSERVATIONS AND THEORIES

Portland Community College (OR)

Term of Agreement: June 25, 2012 – July 12, 2015

Prince George's Community College (MD)

Term of Agreement: January 1, 2013 – December 31, 2015

University of Denver (CO)

Term of Agreement: September 1, 2012 – August 31, 2015

CHILD DEVELOPMENT: STEPPING STONES

Pasadena City College (CA)

Term of Agreement: September 1, 2012 – August 31, 2015

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Fort Hays State University (KS)

Term of Agreement: September 1, 2012 – August 31, 2015

Johnson County Community College (KS)

Term of Agreement: September 1, 2012 – August 31, 2015

CYCLES OF LIFE: EXPLORING BIOLOGY

North Carolina Community College System (NC)

Term of Agreement: June 1, 2012 – August 31, 2012

SCIENCE & TECHNOLOGY IN THE WESTERN CULTURE TRADITION

Empire State College (NY)

Term of Agreement: September 1, 2012 – August 31, 2015

STATISTICALLY SPEAKING

CUNY-TV (NY)

Term of Agreement: September 1, 2012 – August 31, 2015

TRANSITIONS THROUGHOUT THE LIFE SPAN

Pasadena City College (CA)

Term of Agreement: September 1, 2012 – August 31, 2015

Fiscal Impact: No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments

[Telecourses.pdf \(428 KB\)](#)

10. Approval of Clinical Contracts

Subject	10.01 OCC - Clinical Contracts
Meeting	Aug 15, 2012 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

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

RENEWAL

Cardiology Specialists of Orange County Standard Clinical Affiliation Agreement
Santa Ana, CA
Term: August 15, 2012 to June 30, 2015
Compensation: None

Riverside Community Hospital Non-Standard Clinical Affiliation Agreement
Riverside, CA
Term: August 15, 2012 to December 31, 2014
Compensation: None
(See Attachment #2)

St. Mary Medical Center Non-Standard Clinical Affiliation Agreement
Long Beach, Ca
Term: August 16, 2012 to May 25, 2014
Compensation: None
(See Attachment #3)

Comment: General Counsel raised a concern about Section 7, specifically questioning whether the District should have a duty of indemnification for acts of students, considering that the students are supervised by clinic personnel, but St. Mary Medical Center declined to revise this language." (See attached email from Jack Lipton, June 4, 2012) St. Mary Medical Center agreed to all of the other recommendations. After careful review and evaluation of the long-standing relationship with St. Mary Medical Center and its educational benefits to the clinical students, the campus wishes to proceed with the Agreement.

Fiscal Impact: Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (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

Riverside Community Hospital-FINAL.doc (123 KB)

Agreement FINAL 2012-08-02.pdf (133 KB)

EXHIBIT D Ethical and Religious Directives 5th Ed .pdf (152 KB)

11. Approval of Standard Agreements

Subject	11.01 GWC - Standard Agreements
Meeting	Aug 15, 2012 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard MOU with El Viento Foundation to Create Educational Pathways for Students to Attend College.

After review by the College President, it is recommended by the Chancellor that the Board approve the Standard MOU between El Viento Foundation and the Coast Community College District to create educational pathways for students from the Oakview community to attend Golden West College and other colleges or universities, from July 1, 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: GWC will fund the benefit packages for the El Viento Foundation employees, paid from general funds, not to exceed \$10,800 per employee, totaling \$21,600 annually. This amount will be paid on July 1st of each year with the provision that if the contract is terminated at any time, the \$21,600 will be refunded on a prorated basis for the balance of the fiscal year.

Approve Standard Internship Agreement

Workers' Compensation insurance is provided by hosting institution. District student interns are covered under the student health insurance provision.

Intern/Institution: National University (Student Being Placed: Wendy Zambrano)

Scope: Assist the Transfer Center with the daily services and events

Department: Transfer Center

Term: August 27 – December 14, 2012

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Subject	11.02 OCC - Standard Agreements
Meeting	Aug 15, 2012 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Type	Consent

Authorization to Enter Into a Standard Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275).

After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from 8/20/12 through 9/14/12.

Fiscal Impact: OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC / USMC account after direct costs of the program.

Authorization to Enter Into an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275).

After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from 10/01/12 through 10/26/12.

Fiscal Impact: OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC / USMC account after direct costs of the program.

Authorization to Enter Into an Agreement for Contracted Educational Services between the Coast Community College District (Orange Coast College) and the USMC/Fort Pendleton for the Purpose of Offering Instruction in Residential Electrical (CNST A275).

After review by the College President and the Vice President of Administrative Services, it is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Residential Electrical as requested by the company from 03/04/13 through 03/29/13.

Fiscal Impact: OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC / USMC account after direct costs of the program.

Approve Standard Agreement between Canviz Consultants and the Coast Community College District for the Purpose of Providing Expert Consultation and Service Within a SharePoint 2010 Environment for Three Specific Services; SharePoint Administration Services, SharePoint Site Architecture Services, and SharePoint Development Services.

Background: Orange Coast College has developed and launched a new web site, which necessitated a move to a new platform. OCC requires outside expertise to assess the security and efficiency on the new platform.

Goal/Purpose: To accomplish the following in SharePoint 2010 environment:

- SharePoint Administration Services: Security check, recommendations, and possible assistance fixing environment/farm issues.
- SharePoint Site Architecture Services: Site performance evaluation(s), recommendations, and possible assistance fixing minor development issues.
- SharePoint Development Services: POC of responsive design for your site, documentation on use and basic implementation steps.

Comments: Reviewed by Risk Services

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Canviz Consulting and the Coast Community College District for the purpose of expert consultation and service within a SharePoint 2010 environment for three specific services; SharePoint Administration Services, SharePoint Site Architecture Services, and SharePoint Development Services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Contract amount not to exceed \$7,550 from General Fund and to be paid within 30 days of submission of invoice. All services will be delivered to client by October 30, 2012.

Subject	11.03 CCC – Standard Agreements
Meeting	Aug 15, 2012 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Type	Consent

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

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

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

3. Comments (if any): OCCC has been an existing tenant at the Orange County One-Stop Center in Westminster making this a renewal of an existing sublease agreement.

4. Recommendation Statement: After review by the College President, it is recommended by the Chancellor that the Board approve the Agreement between the Orange County Conservation Corps and the Coast Community College District to sublease 105.44 square feet at the Orange County One-Stop Center in Westminster. The Agreement outlines the responsibilities of both partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

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

1. Background: The Orange County Conservation Corps serves young, at-risk adults through employment, training and educational programs that build self-sufficiency and benefit the community through conservation-related projects. It is the desire of the Orange County One-Stop Center to partner with the Orange County Conservation Corps by entering into a sublease agreement that will provide them with 290.15 square feet of workspace at our Irvine location to make available these valuable services to the One-Stop community.

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

3. Comments (if any): None

4. Recommendation Statement: After review by the College President, it is recommended by the Chancellor that the Board approve the Agreement between the Orange County Conservation Corps and the Coast Community College District to sublease 290.15 square feet at the Orange County One-Stop Center in Irvine. The Agreement outlines the responsibilities of both partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

5. Fiscal Review and Impact: Gross Income of \$5,883 annually.

File Attachments

[OCCC Irvine Sublease 2012-13.pdf \(51 KB\)](#)

[OCCC Westminster Sublease 2012-13.pdf \(51 KB\)](#)

12. Authorization for Purchase of Institutional Memberships

Subject	12.01 DIS - Institutional Memberships
Meeting	Aug 15, 2012 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Community College League of California (CCLC)

Term of Membership: 2012-2013

Cost: \$36,976

Purpose: Operational umbrella organization for California Community College Trustees (CCCT), California Association of Community Colleges (CACC), Chief Executive Officers of California Community Colleges (CEOCCC), and Association of California Community College Administrators (ACCCA).

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

Term of Membership: 2012-2013

Cost: \$1,500

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

Name and Acronym: Presidents' Round Table of African-American CEOs (PRT)

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

Cost: \$1,250

Purpose: The Presidents' Round Table of African-American CEOs prepares senior level African-American administrators to become CEOs in community colleges, and addresses critical national agendas facing African-Americans in higher education.

Name and Acronym: Student Right-To-Know (SRTK)

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

Cost: \$11,700 (\$3,900 for each college in the District)

Purpose: This subscription is with the Chancellor's Office, California Community Colleges, and facilitates compliance by community college districts with the information reporting requirements of the Student Right-To-Know Act (SRTK), as amended by the Higher Education Technical Amendments of 1991, The Higher Education Technical Amendments of 1993, and the implementing regulations of the United States Department of Education "federal law". The Federal "Student Right-To-Know" requirements utilize the statewide Management Information Services (MIS) system to collect and develop the reports for all colleges, with the opportunity for each college to subscribe to this service.

The services provided through this subscription include:

- Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law;
- Implement procedures to secure transfer and military enlistment data and match it with data supplied by District;
- Provide to District edit reports and an analysis of reporting problems;
- Provide to District required and supplementary reports describing the number of students who complete programs, the number who achieve transfer readiness, and the number who transfer

(including extended time rates for part-time students, etc.);

- Provide to District the underlying data and programs to permit District to conduct research and validate the reports;
- Upon approval by District, forward final reports to the United States Department of Education consistent with requirements of federal law;
- Implement procedures to develop large scale relational database server for the purpose of allowing districts to query their own secure password protected student data reported in the Chancellor's Office Management Information System (not restricted to only SRTK data);
- Develop additional reports for purposes of counteracting the narrowly defined SRTK rates (in conjunction with Task Force recommendations) to enable Colleges to provide the broader picture of California Community College students;
- Implement procedures to provide additional student transfer data to Community Colleges obtained from student record matches with other postsecondary institutions (not restricted to only SRTK required data);
- Provide additional workshops, and training and Chancellor's Office MIS data (not restricted to only SRTK required data);
- Distribute SRTK cohort unitary data records to all subscribing districts.

Subject **12.02 GWC - Institutional Memberships**
Meeting Aug 15, 2012 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

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

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

Cost: \$650

Purpose: Enhance and support resource development, training, and networking with other California Community College Foundations.

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

Term of Membership: September 1, 2012 – August 31, 2013

Cost: \$50

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

Name and Acronym: Alpha Gamma Sigma Honor Society, Sigma Phi Chapter at Golden West College (AGS)

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

Cost: \$895

Purpose: To provide opportunity for students to participate and receive scholarships in the statewide honor society through good standing status. Continue to have an active Chapter and maintain membership through dues and scholarship contributions payable to the state Alpha Gamma Sigma Inc. (The State invoice date is for the academic year 2011-2012 based on membership count for the 2011-2012 year. Payment is due June 30, 2012 which allows the chapter to be in "good standing" for the next year.)

Subject	12.03 OCC - Institutional Memberships
Meeting	Aug 15, 2012 - Regular Meeting
Category	12. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: California Community College Chief Student Services Administrators Association (CCCCSSAA)

Term of Membership: 2012-2013

Cost: \$300

Purpose: Membership provides a means to stay current in procedures, policies, and initiatives pertinent to statewide student services affairs. It provides networking to members and serves as a means to maintain relationships with chief instructional officers, the State Chancellor's office and other administrative networks within the California Community College system.

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

Term of Membership: 2012-2013

Cost: \$200.00

Purpose: Membership provides a means to obtain current information on procedures, policies, and records pertinent to Admissions and Records.

Name and Acronym: South Coast Higher Education Council (SHEC)

Term of Membership: 2012-2013

Cost: \$50.00

Purpose: provides a means to stay current in 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. As well as provides direct contact with four-year universities for college transfer fair information and calendar

Subject **12.04 CCC – Institutional Memberships**
Meeting Aug 15, 2012 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

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

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

Cost: \$200

Purpose: Provides Registrars and Admissions Officers with access to conferences and other professional development opportunities.

Source of Funding: Contract Education ancillary funds

Name and Acronym: Garden Grove Chamber of Commerce

Term of Membership: August 1, 2012 — July 31, 2013

Cost: \$119

Purpose: Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College and the Garden Grove Learning Center.

Source of Funding: General funds

Revision to Previous Board Action:

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

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

Cost: \$550. (Revision is to accommodate increase in annual membership. Prior Board Approval: May 16, 2012)

Purpose: Membership provides network and resource opportunities for Coastline Community College Foundation with other state-wide college foundations.

Source of Funding: Foundation ancillary funds

13. Authorization for Off-Campus Assignments

Subject	13.01 OCC - Off Campus Assignments
Meeting	Aug 15, 2012 - Regular Meeting
Category	13. 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: Michael G. Morvice

Title: Staff Assistant, Senior

Organization: California Community College Student Affairs Association (CCCSAA)

Assignment: President-Elect

Term: July 2012 – July 2013

Subject	13.02 CCC - Off-Campus Assignments
Meeting	Aug 15, 2012 - Regular Meeting
Category	13. 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: Rodriguez, Vince

Title: Vice President of Instruction/Student Services

Organization: Accrediting Commission for Community and Junior Colleges

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

Term: October 15-18, 2012

14. Authorization for Community Activities

Subject	14.01 GWC - Community Activities
Meeting	Aug 15, 2012 - Regular Meeting
Category	14. 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 Chancellor or Vice Chancellor of Administrative Services be authorized to sign any applicable agreements.

The following not for credit programs will be offered by Community Services throughout Summer 2012, Fall 2012 and Spring 2013. 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

TRAVEL AND TOURS, 7 hours to 72 hours, August 16, 2012 to June 30, 2013. Presenter Good Times Travel to receive \$35 to \$579 per participant depending on the length of tour.

Participant Fee: \$49 to \$579 depending on the length of tour. (P) New offering.

Subject	14.02 OCC - Community Activities
Meeting	Aug 15, 2012 - Regular Meeting
Category	14. 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 August 16, 2012 – June 30, 2013. 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

ALCOHOL AND DRUG AWARENESS, Fee \$40.00, 8 hours. Presenter: Hector Chaparro, Rick Lopez and Dan Llorens. Compensation equals \$75 per hour for up to 49 students, \$100 per hour for 50-100 students and \$125 per hour for 101-150 students per class taught. Source of Funding: Community Education registration fees. (F)

ANGER MANAGEMENT FOR MEN-INTAKE SESSION, Fee \$50, 1 hour. Presenter: Jinice Beacon. Compensation equals 95% of the gross income. Source of Funding: Community Education registration fees. (P)

ANGER MANAGEMENT FOR MEN, Fee: \$0 - \$50 sliding scale, 15 hours. Presenter: Jinice Beacon. 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)

BASICS OF SELF-DEFENSE, Fee \$49, 5 hours. Presenter: Dennis Morgan. 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)

BEGINNING SEWING, Fee \$225, 24 hours. Presenter: Chris Amaral. 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)

BLACKSMITHING FOR EVERYONE, Fee: \$275, plus \$25 materials fee, 24 hours. Presenter: Leland Means. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BUILD AN ETSY ONLINE STORE, Fee: \$99, 6 hours. Presenter: Kyla Benson. 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)

CULINARY BASICS: BASIC KNIFE SKILLS, Fee: \$45, plus \$10 materials fee, 2.5 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: HEARTY FALL SOUPS, Fee: \$60, plus \$15 materials fee, 4 hours. Presenter: Bryce

Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: HERBS, SPICES AND SEASONINGS, Fee: \$50, plus \$15 materials fee, 3 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: GLUTEN-FREE CUISINE, Fee: \$50, plus \$10 materials fee, 3 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINOLOGY WORKSHOP SERIES – FOOD SAFETY, REGULATIONS, PACKAGING AND SENSORY EVALUATION, Fee: \$725 member of RCA/\$850 non-members, 24 hours. Presenter: Jill Golden. 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)

ELECTRICITY FOR HOME IMPROVEMENT, Fee \$139, 12 hours. Presenter: Phil Famolaro. 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)

ENGLISH AS A FOREIGN LANGUAGE , Fee: \$89, \$10 materials fee, 12 hours. Presenter: Athena Sawyer. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Funding Source: Community Education registration fees. (P)

FAST FUN FRENCH, Fee: \$59, 8 hours. Held at the Costa Mesa Senior Center. Presenter: Katherine Watson. 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)

FOOD AND WINE PAIRING FUNDAMENTALS, Fee: \$39, plus \$20 materials fee, 2 hours. Presenter: Joe Poshek. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

FRENCH CONVERSATION, INTERMEDIATE/ADVANCED, Fee: \$65, 21 hours. Held at the Costa Mesa Senior Center. Presenter: Katherine Watson. 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)

GET INTO ART SCHOOL!, Fee: \$80, plus \$5 materials fee, 7 hours. Presenter: Kim Garrison. 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)

GREAT WINES OF CALIFORNIA, Fee: \$39, plus \$20 materials fee, 2 hours. Presenter: Joe Poshek. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GREAT WINES OF FRANCE, Fee: \$39, plus \$20 materials fee, 2 hours. Presenter: Joe Poshek.

Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GREAT WINES OF ITALY AND SPAIN, Fee: \$39, plus \$20 materials fee, 2 hours. Presenter: Joe Poshek. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

HOW TO START AND OPERATE A SUCCESSFUL BUSINESS, Fee: \$49, 3 hours. Presenter: George Blanc. 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)

INFECTION CONTROL – 8 HOUR BOARD APPROVED COURSE, Fee: \$225, 8 hours. Presenters: Joy Myers and Jennifer Rafferty. 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)

JAZZ ENSEMBLE SKILLS, Fee: \$68, 44 hours. Presenter: Paul Navidad. 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)

KALEIDOSCOPE, Fee: \$300, 48 hours. Presenter: Kevin Myers. 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)

LEARN TO PLAY GUITAR IN A DAY!, Fee: \$69, plus \$30 materials fee, 5 hours. Presenter: Marlene Hutchison. 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)

LEARN TO PLAY GUITAR IN A DAY! - II, Fee \$20, 1.5 hours. Presenter: Marlene Hutchinson. 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)

MATH TRIX, Fee: \$21, plus \$5 materials fee, 2.5 hours. Presenter: Brian Clough. 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)

MANDARIN CHINESE, Fee: \$99, plus \$20 materials fee, 9 hours. Presenter: Amy Fu. 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)

Neel, Ginger K., to develop, coordinate, and secure presenters/instructors for Community and Contract Education activities, for the period of September 1, 2012 – June 30, 2013, to be paid at \$100.00 per unit, 11.75 units per week for 41 weeks, compensation to be \$48,175.

OCC MASTER'S ADULT SWIMMING PROGRAM, Fee \$225.00, 250 hours. Coordinator: Keith Ryan. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Presenter: Kenny Bray. Compensation equals \$25 per hour for each hour worked. Source of Funding: Community Education registration fees. (P)

PIT AND FISSURE SEALANT CERTIFICATION, Fee \$450, 16 hours. Presenters: Jennifer Rafferty.

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)

PLUMBING FOR HOME IMPROVEMENT, Fee \$129, 18 hours. Presenters: Felix Famolaro. 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)

RECREATIONAL TABLE TENNIS, Fee: \$60, 120 hours. Presenter: Jeff Curlee. 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)

SERVESAFE MANAGERS CERTIFICATION COURSE, Fee: \$99, 14 hours. Presenter: Barbara Cooper. 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)

SEWING LAB, Fee: \$75, 12 hours. Presenter: Donna Dickens. 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)

SMALL BUSINESS BOOKKEEPING AND TAXES, Fee \$109, 18 hours. Presenter: Felix Famolaro. 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.

STUDY SKILLS, Fee: \$43.00, plus \$5 materials fee, 4.5 hours. Presenter: Brian Clough. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

WORKING WITH EGGS AND MILK, Fee: \$55, plus \$15 materials fee, 4 hours. Presenter: Kim Allen. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

WORD PROBLEMS – UNLOCKING THE SECRETS, Fee \$39, plus \$5 materials fee payable to presenter, 3 hours. Presenter: Brian Clough. 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)

WSET FOUNDATIONS OF WINE QUALIFICATION, Fee: \$299, 7.5 hours. Presenter: Joe Poshek. 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)

INDEPENDENT CONTRACTOR

IC Name: Leigh Canzoneri – P.A. Bootcamp

Services: Presenter for the P.A. BOOTCAMP-PRODUCTION ASSISTANT TRAINING, Fee: \$225, 14 hours. (P)

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Roberta Christensen

Services: Presenter for the BUILDING YOUR FINANCIAL PORTFOLIO class, Fee: \$49, plus \$15 materials fee, 3 hours.

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Conquest Investigations and Security

Services: Presenter for the ALCOHOL AND DRUG AWARENESS class, Fee \$40.00, 8 hours. (F)

Payment Schedule/Compensation: Compensation equals \$75 per hour for up to 49 students, \$100 per hour for 50-100 students and \$125 per hour for 101-150 students per class taught.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Angelina Degan

Services: Presenter for the BUILDING YOUR BUSINESS ON EBAY class, Fee: \$99, plus \$18 materials fee, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Angelina Degan

Services: Presenter for THE BASICS OF SELLING ON EBAY class, Fee: \$99, plus \$18 materials fee, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Dr. John Drew

Services: Presenter for the GRANT WRITING FUNDAMENTALS class, Fee: \$69, plus \$35 materials fee, 5 hours.

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Dr. John Drew

Services: Presenter for the GRANT WRITING RETREAT-TWO DAY WORKSHOP, Fee: \$395, 14 hours.

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Jim Dumbeck

Services: Presenter for THE COMPLETE FINANCIAL MANAGEMENT WORKSHOP class, Fee: \$49, 7.5 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the registration fees to be retained by Community Education.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Gina Fricchione

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.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Geiser Educational Services

Services: Presenter for the ALCOHOL AND DRUG AWARENESS class, Fee \$40.00, 8 hours. (F)

Payment Schedule/Compensation: Compensation equals \$75 per hour for up to 49 students, \$100 per hour for 50-100 students and \$125 per hour for 101-150 students per class taught.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Stephen Hall

Services: Presenter for the Juvenile Alcohol and Drug Awareness class, Fee \$50, 8 hours (F)

Payment Schedule/Compensation: Compensation equals \$800 per class taught.

Terms of Agreement: September 1, 2012 – October 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Belma Johnson

Services: Presenter for the BOOKS 2.0, Fee: \$39, plus \$20 materials fee, 4 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Belma Johnson

Services: Presenter for the CLOUD COMPUTING, Fee: \$29, plus \$20 materials fee, 2 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Belma Johnson

Services: Presenter for the TV 2.0, Fee: \$39, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Belma Johnson

Services: Presenter for the TV AUDITIONING 101, Fee: \$39, plus \$20 materials fee, 4 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Belma Johnson

Services: Presenter for the TV HOSTING 101, Fee: \$39, plus \$20 materials fee, 4 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

IC Name: Belma Johnson
Services: Presenter for the WRITING 2.0, Fee: \$39, plus \$20 materials fee, 4 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

IC Name: Joan Kaye
Services: Presenter for the BRIDGE BASICS, Fee: \$100, plus \$10 materials, 16 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

IC Name: Jennifer Lothrigel
Services: Presenter for the SELF DISCOVERY THRU ART class, \$99 plus \$15 materials fee, 12 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

Name: Bradley McDermott – Apex Driving School
Services: Presenter for BASIC DRIVER'S EDUCATION (classroom), Fee: \$100, plus \$5 materials fee, 28 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

Name: Bradley McDermott – Apex Driving School
Services: Presenter for BASIC DRIVER'S EDUCATION (online), Fee: \$29, plus \$10 materials fee, 28 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

IC Name: Bob McIlhenny
Services: Presenter for the SAT TEST PREP ADVANTAGE class, Fee: \$215, plus \$20 materials fee, \$230 at the door, 12 hours. (P)
Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.
Terms of Agreement: August 16, 2012 – June 30, 2013
Source of Funding: Community Education registration fees.

IC Name: Moveri Group, LLC

Services: Presenter for the ESTABLISH A CAREER IN A TOUGH ECONOMY class, Fee: \$299, plus \$30 materials fee, 18 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

Name: MUSICSTAR

Services: Presenter for the UKULELE class, Fee: \$125, plus \$15 materials fee, 12 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Michael Pash

Services: Presenter for the REJUVENATE YOUR RETIREMENT class, Fee: \$35, 4 hours. (F)

Payment Schedule/Compensation: 100% of the registration fee to be retained by Community Education.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Promote You Online

Services: Presenter for GREAT AMERICAN SMOKE OUT-QUIT SMOKING WITH HYPNOSIS, Fee: \$59, 5 hours. (P)

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Promote You Online

Services: Presenter for WINNING AT INTERNET DATING – FROM PROFILE AND E-MAIL TO THE SUCCESSFUL FIRST DATE!, Fee: \$49, 2.5 hours.

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Ramstedt and Associates

Services: Presenter for the ENCORE CAREERS – CALLING, PURPOSE, PASSION AND A PAYCHECK, Fee: \$79, 5 hours. (P)

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Jill Rosoff

Services: Presenter for the WATERCOLOR ELEMENTS, Fee: \$299, 36 hours. (P)

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

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the ART AND DESIGN SOLDERING BASICS class, Fee: \$89, plus \$25 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the JEWELRY DESIGN – INTRODUCTION TO WIRE WRAPPING AND JEWELRY BASICS FOR ALL AGES, Fee: \$79, plus \$15 materials fee, 2.5 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Trust Auto Sales

Services: Presenter for the MAKE XTRA INCOME: AUTO WHOLESALE BUSINESS FROM HOME-CERTIFICATE OF COMPLETION, Fee: \$85, plus \$15 materials fee, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Seewing Yee

Services: Presenter for the 10 WAYS TO FUND YOUR BUSINESS: WHAT TO DO WHEN THE BANK SAYS NO, Fee: \$49, plus \$25 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

15. Authorization for Sailing Program

Subject	15.01 OCC - Sailing Program
Meeting	Aug 15, 2012 - Regular Meeting
Category	15. 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 Aug 16, 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

KATANA COURSES

KATANA DAY SAIL-STUDENTS & STAFF, Fee: No fee to eligible participants, 1 day–dates tba.

LONG POINT SERIES, AUG 2012; No fee to eligible students, 3 days

14 MILE BANK RACE, OCT 2012; No fee to eligible students, 1 day

NOV-DEC, 2012 HOT RUM SERIES; No fee to eligible students, 3 days

Courses to be taught aboard OCC's racing yacht Katana

PRESENTERS: Brian Kfoury, Robert Profeta, Paul Prioleau, Kirk Schuler, Bruce W. Tice, Robert White, Mark Templin, Keith Kilpatrick, Christopher Hamel, Hogan Beatie, Steve Dodd, Payson Infelise, Robert Dalrymple, Sean Couvreur, Daniel Moorlach, Michael Dahl, Daniel Segerblom, Richard Crowe, Sheri Crowe, Kevin Miller, David Osborne (F)

Skippers at \$350-\$500, Mates at \$100-\$200, and cooks at \$60-\$120 per day. Event entry fees, transportation and meal expenses for approved staff and students to be paid by the Sailing Center or Foundation at no cost to the District (F)

Professional Expert: Nickolas B. Carlstedt

Professional Services:

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

Schedule: To be determined based on program needs.

Rate: \$15.00/hr

Funding Source: To be paid an amount not to exceed \$10,000 from Sailing Center Funds.

Schedule: To be determined based on program needs.

INDEPENDENT CONTRACTORS

UNDER \$10,000

IC Name: Aquatech

Services: For the purpose of providing metal fabrication for OCC Sailing's vessels and facility.

Payment Schedule/Compensation: Total contract amount \$1,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Avalon Rafts

Services: For the purpose of providing repair and maintenance to OCC Sailing's inflatable vessels.

Payment Schedule/Compensation: Total contract amount \$9,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Danco Metal Surfacing

Services: For the purpose of providing metal surfacing for OCC Sailing's vessels and facility.

Payment Schedule/Compensation: Total contract amount \$1,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Moger Yacht Transport & Boat Yard

Services: For transport of sailing center boats and donations.

Payment Schedule/Compensation: Total contract amount \$5,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: P.S.I The Pipe Surgeon, Inc.

Services: For labor, material and equipment to complete repairs to OCC dock standpipes.

Payment Schedule/Compensation: Total contract amount \$9,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Rigworks

Services: To provide rigging repair and maintenance, parts and supplies to OCC Sailing vessels and donations.

Payment Schedule/Compensation: Total contract amount \$1,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Steam Master

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

Payment Schedule/Compensation: Total contract amount \$1,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Aug 16, 2012 - June 30, 2013

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

IC Name: Sunset Screen Printing

Services: To provide installation and lettering of signage for OCC Sailing facility and 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: Aug 16, 2012-June 30, 2013.

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

IC Name: Tools R Us

Services: To provide service and repair to OCC Sailing's shop tools.

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: Aug 16, 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 \$6,000 for term of Contract.

Term of Agreement: Aug 16, 2012-June 30, 2013.

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

16. Personnel Items

Subject	16.01 District
Meeting	Aug 15, 2012 - Regular Meeting
Category	16. Personnel Items
Access	Public
Type	Discussion

- a. Authorization for Approval of Contract Amendment Based on Correct Placement
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Schedule Changes, Classified Staff
- d. Authorization to Rescind Resignation
- e. Authorization for Leaves of Absence
- f. Authorization for Professional Experts

File Attachments

[Open \(5\).pdf \(23 KB\)](#)

PERSONNEL ITEMS 08/15/12

a. Authorization for Approval of Contract Amendment Based on Correct Placement

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Pcmt</u>
Arnold, Jonathan	GWC	Public Safety Training Coordinator	04/09/12	06/30/13	D-20-07*
*from D-20-05					

b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

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

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Bennett, Jaima	GWC	IV 17	V 18
Lloyd, Douglas	GWC	III 09	IV 10
Villarreal, Roberto	GWC	IV 13	V 14

c. Authorization for Schedule Changes, Classified Staff

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

Pre-Retirement Reduced Load

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Brenner, Candace	GWC	Instructional Associate	100%	91.2%	08/13/12

Permanent Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Bernard, Becky	GWC	Secretary 10 mo	70%	100%	08/01/12

d. Authorization to Rescind Resignation

It is recommended that the following acceptance to rescind be authorized:

Administrator

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Groot, Joycelyn	CCC	Dean, Military/Contract Education Program	Rescind	08/24/12

e. Authorization for Leaves of Absence

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

Administrator

Groot, Joycelyn, CCC, Dean, Military/Contract Education Program, 100% LOA/wop for the period 08/25/12 to 06/30/13 for personal reasons.

f. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Aubin, Todd, OCC, to provide grant administration and special support services for grant funded programs, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$1,000.00 per unit, 0.912 units per week for 52 weeks, compensation to be \$47,438.00, funding source is Title III and General Fund.

Famolaro, Felix A., OCC, to provide instruction for USMC Electrical Class, for the period 10/01/12 to 10/26/12, to be paid by timecard at \$100.00 per unit, 27.563 units per week for 4 weeks, compensation to be \$11,025.00, funding source is Military Funding..

Other Professional Experts

Barnes, Kalika E., OCC, to provide mental health counseling for students, for the period 08/16/12 to 12/14/12, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

Barry, Jacqueline, DIST, to serve as liaison between middle school site and college, and to develop/implement program plan for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Middle School Program, for the period 08/16/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.22 units per week for 46 weeks, compensation to be \$1,000.00, funding source is SB70 Community Collaborative Grant Year Four & Year Five Funding.

Bayes, Chauncey D., OCC, to assemble event portfolio for cafeteria, for the period 07/19/12 to 07/20/12, to be paid at \$10.00 per unit, 250 units per week for 1 week, compensation to be \$2,500.00, funding source is Cafeteria Budget.

Burke, Shilo A., OCC, to provide mental health counseling for students, for the period 08/16/12 to 12/14/12, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

Herrera, Patrick D., CCC, to provide bilingual assessment services to the City of Costa Mesa, for the period 08/16/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.347 units per week for 46 weeks, compensation to be \$1,600.00, funding source is Ancillary Fund.

Montooth, Carisa, OCC, to facilitate a True Colors Workshop for the Student Leadership Conference on August 20, 2012, to be paid by timecard at \$100.00 per unit, 1 unit per week for 1 week, compensation to be \$100.00, funding source is ASOCC funds.

Motamedian, Hessam, OCC, to provide mental health counseling for students, for the period 08/16/12 to 12/14/12, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

Motamedian, Hessam, OCC, to provide mental health counseling for students, for the period 01/16/13 to 05/26/13, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

Rafferty, Jennifer, OCC, to provide Dental Clinic Patient Services, for the period 03/01/12 to 05/25/12, to be paid by timecard at \$100.00 per unit, 0.985 units per week for 13 weeks, compensation to be \$1,280.00, funding source is Ancillary Fund.

Smead, John D., OCC, to provide mental health counseling for students, for the period 01/28/13 to 05/26/13, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

Winer, Timothy, OCC, to teach the Disaster Medical Training CERT Section Course, for the period 08/09/12 to 08/10/12, to be paid at \$10.00 per unit, 25 units per week for 1 week, compensation to be \$250.00, funding source is CERT and California Emergency Management Agency.

Wordes, John, GWC, to coordinate and facilitate special events/projects which may include Chefs for Scholarships, Courtyard of Honor, College Preview Day, Gala Fund Raiser, Commencement, and develop Alumni Membership Plan, for the period 08/16/12 to 11/30/12, to be paid at \$100.00 per unit, 2.5 units per week for 16 weeks, compensation to be \$4,000.00, funding source is General Fund.

Revision to Previous Board Action

Johnson, Daniel R., GWC, to lead the GWC Summer Swim Lessons, for the period 03/12/12 to 09/07/12, to be paid at \$10.00 per unit, 79.807 units per week for 26 weeks, increase compensation from \$15,000.00 to \$20,750.00 due to enrollment increase per agreement, funding source is Summer Swim Trust Fund.

17. Authorization for Independent Contractors

Subject 17.01 DIS- Independent Contractors
Meeting Aug 15, 2012 - Regular Meeting
Category 17. 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: Beeson, Tayer & Bodine, APC

Services: Facilitate the negotiations between the Coast Federation of Educators /American Federation of Teachers (CFE/AFT) Local 191 and the Coast Community College District.

Payment Schedule/Compensation: NTE \$10,000 for facilitation of negotiation sessions with CFE/AFT for one facilitator per session at \$750 per day plus 50% of reasonable travel expenses. Payment after services rendered and invoiced.

Terms of Agreement: August 16, 2012 – June 30, 2012

Source of Funding: District Funds (See Attachment #4)

To ensure timely response to complaints made pursuant to Title 5, The Vice Chancellor of Human Resources requests pre-approval of the following investigators to be used as needed. The pre-approval of the investigative services will allow the District to move forward with investigations at the onset of a complaint or alleged violation of law. (See Attachment #5)

- Barboza & Associates
- Lynne Davis, partner with Employment Matters Counseling & Consulting LLP
- Norman A. Traub Associates
- The Sintra Group
- Susan Woolley

IC Name: Barboza & Associates

Services: Conduct investigation of personnel matters, as requested by the District, under the direction of General Counsel.

Payment Schedule/Compensation: \$295 per hour for Carla Barboza; \$145 - \$195 per hour for her associates.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: District Funds

Article I and Article IV of the standard short-form Independent Contractor Agreement have been revised at the request of the investigator and upon the recommendation of General Counsel.

IC Name: Lynne Davis, partner with Employment Matters Counseling & Consulting LLP

Services: Conduct investigation of personnel matters, as requested by the District, under the direction of General Counsel.

Payment Schedule/Compensation: \$250 per hour.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: District Funds

Article I and Article IV of the standard short-form Independent Contractor Agreement have been revised at the request of the investigator and upon the recommendation of General Counsel.

IC Name: Norman Traub Associates

Services: Conduct investigation of personnel matters, as requested by the District, under the direction of General Counsel.

Payment Schedule/Compensation: \$130 per hour (to be discounted by 5%) plus mileage & transcription expenses. \$250 per hour (four hour minimum) for post investigation hearing, trials, etc.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: District Funds

Article IV of the standard short-form Independent Contractor Agreement has been revised at the request of the investigator and upon the recommendation of General Counsel.

IC Name: The Sintra Group

Services: Conduct investigation of personnel matters, as requested by the District, under the direction of General Counsel.

Payment Schedule/Compensation: \$120 per hour plus actual expenses for travel outside the 100 mile radius of the District, including \$50 per diem, mileage at the IRS standard mileage rate, and lodging.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: District Funds

IC Name: Susan Woolley

Services: Conduct investigation of personnel matters, as requested by the District, under the direction of General Counsel.

Payment Schedule/Compensation: \$250 per hour, billed in 1/10 hour increments exclusive of travel costs, which will be billed as set forth in the contract.

Terms of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: District Funds

Article IV of the standard short-form Independent Contractor Agreement has been revised at the request of the investigator and upon the recommendation of General Counsel.

File Attachments

[IC AGMT - Bodine Attachment.pdf \(122 KB\)](#)

[IC AGMT - Investigators 8-2-12.pdf \(635 KB\)](#)

Subject 17.02 GWC - Independent Contractors
Meeting Aug 15, 2012 - Regular Meeting
Category 17. 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: Deck, Michele L.

Services: Guest speaker at Creative Teaching Strategies Workshop

Payment Schedule/Compensation: \$20,000, to be paid a deposit of \$2,000 due 9/15/2012 with remaining balance due after project completion

Term of Agreement: January 4-16, 2013

Source of Funding: RHORC Trust funds

IC Name: Home Run Elite Signs, Inc.

Services: Sign and lettering production and installation services

Payment Schedule/Compensation: \$25,000, to be paid per invoice upon completion of individual projects

Term of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Foundation funds

UNDER \$10,000

IC Name: Armijo, Javier

Services: Videography services for GWC dance concerts.

Payment Schedule/Compensation: \$300 to be paid per invoice upon completion.

Term of Agreement: September 1, 2012 – June 15, 2013

Source of Funding: Dance Trust, Dance Foundation, ASB

IC Name: Shea, Steve

Services: Photographic services for GWC dance concerts.

Payment Schedule/Compensation: \$200 to be paid within 30 days of service and invoice submittal.

Term of Agreement: September 1, 2012 – June 15, 2013

Source of Funding: Dance Trust, Dance Foundation, ASB

Subject **17.03 OCC - Independent Contractors**

Meeting Aug 15, 2012 - Regular Meeting

Category 17. Authorization for Independent Contractors

Access Public

Type Consent

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

UNDER \$10,000

IC Name: Bruce Bishop

Services: Serve as trainer for Parliamentary Procedure and the Brown Act for ASOCC student leaders

Payment Schedule/Compensation: Total contract is \$450; to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 1 – 24, 2012

Source of Funding: ASOCC

IC Name: Cash Register Systems

Services: Install of the Captain's Table Cash Register System

Payment Schedule/Compensation: \$3,000; final bill amount to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 16, 2012 - June 30, 2013

Source of Funding: To be paid from Instructional Food Service Operation Funds

IC Name: R.J. Coaching and Consulting

Services: To provide coordination and leadership for Statewide Career Development Advisory Grant.

Payment Schedule/Compensation: R.J. Coaching and Consulting to be paid by monthly invoice a total of \$3,000.

Terms of Agreement: August 2, 2012- June 30, 2013

Source of Funding: Statewide Career Development Advisory Grant.

IC Name: R.J. Coaching and Consulting

Services: To provide coordination and leadership for the Work Based Collaborative Grant.

Payment Schedule/Compensation: R.J. Coaching and Consulting to be paid by monthly invoice a total of \$3,000.

Terms of Agreement: August 2, 2012- June 30, 2013

Source of Funding: Work Based Collaborative Grant.

10,000 AND OVER

IC Name: R.J. Coaching and Consulting

Services: To provide coordination and leadership for the Career Development Collaborative Grant.

Payment Schedule/Compensation: R.J. Coaching and Consulting to be paid by monthly invoice a total of \$25,000.

Terms of Agreement: August 2, 2012- June 30, 2013

Source of Funding: Career Development Collaborative Grant.

IC Name: LRH Consulting

Services: To coordinate the CTE Transitions District Grant project.

Payment Schedule/Compensation: LRH Consulting to be paid by monthly invoice a total of \$35,000.

Terms of Agreement: August 2, 2012- June 30, 2013

Source of Funding: CTE Transitions Grant.

Subject	17.63 BCC - Independent Contractor
Meeting	Aug 15, 2012 - Regular Meeting
Category	1X Authorization for Independent Contractors
Access	Public
Type	Contract

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

NUMBER \$46,000

IC Name: Bruce Bishop

Services: Give as trainer for Partnership Procedure and the Brown Act for ASOC student leaders.
Payment Schedule/Compensation: Total contract is \$46,000 to be paid upon submit of invoice as work is completed.

Term of Agreement: August 1 - 30, 2013

Source of Funding: ASOC

IC Name: Cash Register Systems

Services: Install of the Cashier's Table Cash Register System.
Payment Schedule/Compensation: \$2,000, plus the amount to be paid upon submit of invoice as work is completed.

Term of Agreement: August 18, 2012 - June 30, 2013

Source of Funding: To be paid from Industrial Food Service Operation Funds

IC Name: R. J. Consulting and Consulting

Services: To provide coordination and leadership for Stanislaus Career Development Advisory Grant.
Payment Schedule/Compensation: R. J. Consulting and Consulting to be paid by monthly invoice a total of \$4,000.

Term of Agreement: August 2, 2012 - June 30, 2013

Source of Funding: Stanislaus Career Development Advisory Grant

IC Name: R. J. Consulting and Consulting

Services: To provide coordination and leadership for the Work Based Cooperative Grant.
Payment Schedule/Compensation: R. J. Consulting and Consulting to be paid by monthly invoice a total of \$4,000.

Term of Agreement: August 2, 2012 - June 30, 2013

Source of Funding: Work Based Cooperative Grant

10,000 AND OVER

IC Name: R. J. Consulting and Consulting

Services: To provide coordination and leadership for the Career Development Collaborative Grant.
Payment Schedule/Compensation: R. J. Consulting and Consulting to be paid by monthly invoice a total of \$25,000.

Term of Agreement: August 2, 2012 - June 30, 2013

Source of Funding: Career Development Collaborative Grant

IC Name: LRH Consulting

Services: To coordinate the CTE Transitions District Grant project.

Subject **17.04 CCC – Independent Contractors**

Meeting Aug 15, 2012 - Regular Meeting

Category 17. Authorization for Independent Contractors

Access Public

Type Consent

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

UNDER \$10,000

IC Name: Ayala Professional Development

Services: Conduct professional consulting services for legislative, advocacy, diverse coalition outreach and consultation in emerging markets, provide consulting to Employment Training Panel clients, in certification strategies and government resources, and expand Business Advisory Council and fund development for CIED.

Payment Schedule/Compensation: \$5000 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Coastline Institute for Economic Development (CIED)

IC Name: Wagner, Katie

Services: Provide services for professional business consulting for clients; specialized workshops in social media.

Payment Schedule/Compensation: \$900 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: August 16, 2012 – December 31, 2012

Source of Funding: Coastline Institute for Economic Development (CIED)

IC Name: FocalPoint Coaching

Services: Provide services for professional business consulting for clients; specialized workshop on marketing (e.g. IT, website maximization, etc.)

Payment Schedule/Compensation: \$900 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: August 16, 2012 – December 31, 2012

Source of Funding: Coastline Institute for Economic Development (CIED)

IC Name: Tyrell-Smith, Tim

Services: Provide services for business advisement, technological assistance, search engine optimization, social media platforms; professional business consulting for clients; specialized workshop on marketing.

Payment Schedule/Compensation: \$5,000 paid as services rendered and upon receipt and approval of invoice.

Term of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: Coastline Institute for Economic Development (CIED)

IC Name: Wilcox, Susan A.

Services: Pre-course planning, content development, course outline, and meetings with professional subject matter experts for the Long Beach Marine Firefighters course project.

Payment Schedule/Compensation: A total contract of \$7,500, to be paid upon completion of deliverables

Term of Agreement: August 16, 2012 – June 30, 2013

Source of Funding: OL&IT funding from the Long Beach Marine Firefighters Project Grant

\$10,000 AND OVER

IC Name: Brett McKay, Elizabeth

Services: Contract Education Military Program Outreach and Support Services on site at military installations.

Payment Schedule/Compensation: Annual compensation is \$23,284, paid in monthly increments upon receipt and approval of invoices.

Term of Agreement: August 16, 2012 – June 30, 2013.

Source of Funding: Contract Education ancillary funds

18. Authorization for Professional Development Program

Subject 18.01 Authorization for Professional Development
Meeting Aug 15, 2012 - Regular Meeting
Category 18. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Paula Coker Foundation Staff Assistant CCC	SOC312 Child, family & Society Ashford University	07/10/12 – 08/13/12	\$1,292.00
Phuongan (Kristen) T. Le Staff Assistant, Chancellor's Wing District	ACC 502 Advanced Topics in Accounting Cal State University Dominguez Hills	09/24/12 – 12/17/12	\$1,500.00
Margaret Rossi RN Student Health Center OCC	NURS 501 Theoretical Frameworks of Leadership NURS 506 Diversity, Social, & Global Issues NURS 511 Legal & Ethical Consideration in Education Vanguard University	08/30/12 – 09/27/12 09/29/12 – 11/01/12 11/08/12 – 01/10/13	\$3,300.00
Joseph Milunas Web Programmer OCC	MKT G630 Marketing Management MGMT 630 Organizational Behavior Chadron State College	08/20/12 - 10/12/12 08/20/12 - 10/12/12	\$2,000.00
Gabriel Cobian Information System Tech I GWC	ASTR G100 Astronomy CS G153 Java Programming, Intro CS G175 C++ Programming Golden West College	08/27/12 - 12/27/12 08/27/12 - 12/27/12 08/27/12 - 12/27/12	\$862.99

Subject	18.02 Authorization for Confidential Employees Professional Development
Meeting	Aug 15, 2012 - Regular Meeting
Category	18. Authorization for Professional Development Program
Access	Public
Type	Consent

Authorization for Confidential Employees Professional Development

Approval for Thuy Nguyen, Staff Assistant (DIST), to receive reimbursement for fees for attendance in Management 604 - Managerial Assessment and Development at the University of Redlands in Santa Ana, CA from May 24, 2012 through June 28, 2012. Reimbursement not to exceed \$1,000 to be paid from the Confidentials' Professional Development Funds.

19. Approval of Purchase Orders

Subject 19.01 DIS- Purchase Orders
Meeting Aug 15, 2012 - Regular Meeting
Category 19. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[Final PO Board List.pdf \(35 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0327591	Coast Community College Dist Open PO for CCCD annual medical claims	DIS	5480	7,000,000.00
P0327598	UnitedHealthcare of California Open PO for medical premiums	DIS	5472	3,692,500.00
P0327596	Medco Health Solutions Inc Open PO for medical prescription claims	DIS	5480	3,500,000.00
P0327706	Keenan & Associates PIPS Workers Comp payments	DIS	5472	1,953,606.00
P0327595	Kaiser Foundation Health Plan Inc Open PO for medical premiums	DIS	5472	1,837,500.00
P0327588	ACSIG Dental / Edge Open PO for dental claims	DIS	5480	1,565,130.00
P0327794	Avalon Center at Garden Grove Annual lease payment for One-Stop Westminster	CCC	5684	546,000.00
P0327600	Reliastar Life Insurance Co Open PO for insurance premiums	DIS	5481	500,000.00
P0327599	Reliastar Life Insurance Co Open PO for life insurance premiums	DIS	5472	495,000.00
P0327793	The Irvine Co LLC Annual lease payment for One Stop Center - Irvine	CCC	5684	470,000.00
P0327603	Vision Service Plan Open PO for CCCD annual vision claims	DIS	5480	450,000.00
P0327634	Burke Williams & Sorensen LLP Legal service FY 2012-2013	DIS	5746	425,000.00
P0328035	WestEd Open PO for services for SB70 Evaluation Grant. Board Date: 04/06/11	DIS	5899	379,113.00
P0327752	Dell Higher Education Desk top computers for multi-media carts, faculty, & staff (GOB) Board Date: 07/18/12	OCC-GB	6412	335,544.63
P0327672	Ellucian Support Inc Software license for Student Education Plan (SEP) implementation. Board Date: 05/16/12	DIS	5899	307,800.00
P0327601	Reliastar Life Insurance Co Open PO for disability premiums	DIS	5472	245,000.00
P0327686	North OC Comm College District Open PO for Voyager system support fee	DIS	5899	203,512.00
P0327593	Delta Health Systems Open PO for insurance admin fees	DIS	5891	175,000.00
P0328060	Apple Computer Inc OCC Apple computers (GOB) Board Date: 07/18/12	OCC-GB	6412	161,934.00
P0327746	CCCD Workers Comp Trust Fund Workers Comp payments for self-insured run- off claims	DIS	5480	158,000.00

P0327704	Bank of America NA Five year lease for computer infrastructure equipment for Coastline locations. Board Date: 06/20/12	CCC	6405	145,366.41
P0327586	OC Auditor-Controller Open PO for parking violation citation	OCC	5899	140,000.00
P0327821	Total Environmental Management Inc Bid No. 2010 Music Mod Temp Chiller. Board Date: 07/18/12	DIS	6252	139,275.00
P0327590	Anthem Blue Cross Open PO for medical admin fees	DIS	5891	132,500.00
P0327632	Atkinson Andelson Loya Ruud & Romo Open PO for legal service FY 2012-2013	DIS	5746	125,000.00
P0328058	UCMI Inc DSA Inspection Serv OCC Music Mod (GOB) Board: 07/18/12	OCC-GB	6205	124,800.00
P0327750	Sun Environmental Engineering Services Inc OCC Music Modernization Asbestos Abatement (GOB) Board Date: 07/18/12	OCC-GB	6250	87,470.00
P0327673	Ellucian Support Inc Software license & service agmt for Student Education Plan. Board Date: 05/16/12	DIS	5699	77,080.00
P0327633	Lynberg & Watkins Open PO for legal service FY 2012-2013	DIS	5746	75,000.00
P0327635	Declues Burkett & Thompson LLP Open PO for legal service FY 2012-2013	DIS	5746	75,000.00
P0328038	Pivot Interiors Inc Chairs to upgrade lecture halls (GOB)	OCC-GB	4312	64,752.36
P0328000	Pitney Bowes Reserve Account Open PO for postage funds	GWC	5831	60,000.00
P0328003	Follett Higher Education Group Inc #1181 Fall '12 book service for EOPS continuing students	GWC	7605	60,000.00
P0328056	Sasco OCC Music Bldg 3 & 4 Remodel Network/Phone Cabling Phase 1 (GOB)	OCC-GB	6250	58,276.00
P0327594	Genworth Life & Annuity Insurance Co Open PO for life insurance premiums	DIS	5472	55,000.00
P0327930	Pitney Bowes Reserve Account Postage warrants on all metered mail	CCC	5831	55,000.00
P0327680	OCC Food Services Open PO for Food and Supplies	OCC	4313	50,000.00
P0327688	Sun Environmental Engineering Services Inc Open PO for hazardous waste disposal services District-wide	DIS	5510	50,000.00
P0328022	Image 2000 Inc Microfilm conversion project	GWC	5899	50,000.00
P0327935	ePlus Technology inc	OCC-GB	6402	47,087.88

	OCC Upgrade Classroom Telecommunications (GOB)			
P0327817	Southern Calif Edison Co Electricity for CCC Irvine One Stop Center	CCC	5516	47,000.00
P0327825	Tangram Furniture acquisition & re-location of Learning Systems & Computer services departments	CCC	4312	45,545.94
P0327751	Dell Higher Education Desktop computers for classroom labs (GOB) Board Date: 07/18/12	OCC-GB	6412	38,153.30
P0327754	Dell Higher Education Computer notebooks for faculty (GOB) Board Date: 07/18/12	OCC-GB	6412	37,532.17
P0327592	Care Resources Inc Open PO employee assistance program	DIS	5891	35,500.00
P0327609	SMS Systems Maintenance Services Inc Service maint agreement for Dell server	DIS	5638	33,495.00
P0327753	Dell Higher Education Desk top computers for faculty (GOB) Board Date: 07/18/12	OCC-GB	6412	31,717.95
P0327676	ProEducation Solutions LLC Open PO for student aid verification	OCC	5899	30,000.00
P0327740	Follett Higher Education Group Inc #1181 Fall '12 book service for EOPS continuing students	GWC	7605	30,000.00
P0328009	On-Site LaserMedic Corp Open PO for ink/toner for campus printers	GWC	4315	30,000.00
P0327579	Digital Networks Group Inc Classroom infrastructure cabling for Chemistry labs (GOB)	OCC-GB	6250	29,258.99
P0328039	Bear Communications Inc 2-Way Portable Radios Technology Dept (GOB)	OCC-GB	6411	27,962.95
P0327589	Alliant Insurance Services Inc Open PO for insurance consulting fees	DIS	5892	27,500.00
P0327604	Vision Service Plan Open PO for VSP administrative fees	DIS	5891	27,500.00
P0327941	Express Pipe & Supply Co Inc 2 Boiler of OCC Theater & Chemistry Bldgs (GOB)	OCC-GB	6250	27,486.10
P0327757	Dell Higher Education Desktop computers for classrooms (GOB) Board Date: 07/18/12	OCC-GB	6412	27,077.92
P0327630	Spicers Paper Inc Open PO for paper supplies	OCC	4312	25,000.00
P0328004	Waxie Sanitary Supply Campus-wide paper custodial supplies	GWC	4312	24,000.00
P0327827	Dell Higher Education Dell computer server for District Info Services	DIS	5699	22,225.69

Purchase Orders

P0328002	ThyssenKrupp Elevator Corp Elevator maintenance campus wide	GWC	5638	21,500.00
P0328106	OC Rugged Laptops Laptop computers for Technical Ed Classes	GWC	6412	20,384.15
P0327722	Accrediting Commission-CJC Membership fee July 2012-Jun 2013. Board Date: 04/04/12	CCC	5320	20,326.00
P0327611	Rutan & Tucker LLP Open PO for legal services	DIS	5746	20,000.00
P0327710	Southland Industries Annual service maintenance agreement for HVAC's	OCC	5638	20,000.00
P0328018	Phoenix Group Info Systems Open PO for processing parking citations	GWC	5899	20,000.00
P0328111	Kelly Paper Special stock & color paper as needed	CCC	4312	20,000.00
P0327578	Digital Networks Group Inc Classroom instructional media cart (GOB)	OCC-GB	6250	19,362.57
P0327939	Digital Networks Group Inc OCC Science Hall Switch Upgrade project (GOB)	OCC-GB	6250	19,095.57
P0327608	Community College League of Calif Renewal of Community College Athletic Association membership. Board Date: 07/18/12	DIS	5320	18,155.00
P0327683	Andtech Corporation Open PO for building alarm monitoring	OCC	5657	17,000.00
P0327815	Postmaster Open PO for postage	OCC	5831	17,000.00
P0327822	Embee Technologies Data Cabling for Music Mod Fine Arts Bldg (GOB)	OCC-GB	6250	16,396.75
P0327557	Smart & Final Stores LLC OCC Children's Center food & supplies	OCC	4313	15,000.00
P0327612	Electro Systems Electric Open PO for site repairs	OCC	5665	15,000.00
P0327618	El Camino Asphalt Paving Corp Asphalt repairs to campus parking lots	OCC	5665	15,000.00
P0327623	World-Wide Fire Inc Repairs as needed to fire alarm sprinkler system	OCC	5650	15,000.00
P0327631	Caston Office Solutions Print Shop cartridge supplies	OCC	4312	15,000.00
P0328112	Spicers Paper Inc Special stock & color paper as needed	CCC	4312	15,000.00
P0327629	Odyssey Power Corp SMA for campus emergency light towers	OCC	5638	13,505.00
P0327937	B & P Services Inc	OCC-GB	6250	13,460.00

	Installation of Replacement Theater Bldg Boiler (GOB)			
P0327670	B & P Services Inc Replace Existing Classroom Roof top AC Unit (GOB)	OCC-GB	6250	13,260.00
P0327671	B & P Services Inc Replace Existing Classroom Roof top AC Unit (GOB)	OCC-GB	6250	13,260.00
P0327602	Unum Ltc Open PO for insurance premiums	DIS	5472	12,000.00
P0327700	Time Warner Cable Service maintenance agreement for dedicated fiber internet connection	OCC	5638	12,000.00
P0327811	Marina Landscape Inc Open PO for landscape services	DIS	5899	12,000.00
P0327756	Dell Higher Education Desktop computers for Media classroom (GOB) Board Date: 07/18/12	OCC-GB	6412	11,571.06
P0327701	CareerAmerica LLC Annual renewal of financial aid TV comprehensive counseling service	OCC	5699	11,500.00
P0327684	Vital Link OC Open PO for externship & soft skill events. Board Date: 04/06/2011	DIS	5899	10,660.00
P0327606	Campus Solutions Open PO for check operational expenses	OCC	5749	10,000.00
P0327613	Grainger General maintenance repair parts	OCC	4677	10,000.00
P0327614	B & P Services Inc Repairs to campus HVAC units	OCC	5650	10,000.00
P0327615	Besam Entrance Solutions Repairs to campus automatic doors	OCC	5650	10,000.00
P0327616	Tremco Inc Open PO for roof repairs as needed	OCC	5650	10,000.00
P0327617	Municipal Maintenance Equipment Open PO for repairs to parking lot sweeper	OCC	5657	10,000.00
P0327619	Quality Fence Co Inc Fencing, repairs & installations as needed	OCC	5665	10,000.00
P0327620	Superior Asphalt Paving Inc Parking lot asphalt repairs as needed	OCC	5665	10,000.00
P0327621	Electro Systems Electric Repairs to Camus buildings as needed	OCC	5650	10,000.00
P0327622	Honeywell Int'l Inc Repairs as needed to EMS/EBI systems	OCC	5650	10,000.00
P0327674	Greenwood & Hall Open PO for loan default prevention services. Board Date: 07/20/11	OCC	5899	10,000.00
P0327677	Maxim Security Systems Inc Open PO for security camera repairs	OCC	5650	10,000.00

Purchase Orders

P0327682	Andtech Corporation	OCC	5657	10,000.00
	Open PO for building alarm repairs			
P0327726	Refrigeration Supplies Distrib	OCC	4677	10,000.00
	Repair parts for campus HVAC systems			
P0327748	South Coast Air Quality Mgmt District	TRANS	5749	10,000.00
	CA air emissions permitting fees			
P0327749	Waxie Sanitary Supply	DIS	4312	10,000.00
	District site custodial supplies			
P0327795	CR & R Inc	CCC	5510	10,000.00
	Collection & disposal services for solid waste			
P0328050	Home Depot	CCC	4312	10,000.00
	Maintenance, supplies & equipment rental			
P0328110	BJ Bindery Inc	CCC	5899	10,000.00
	Bindery needs not met by CCC Graphics			
P0328067	TruGreen Limited Partnership	GWC	5899	9,995.00
P0327940	B & P Services Inc	OCC-GB	6250	9,820.00
P0327560	Sierra School Equipment Co	OCC-GB	5899	9,441.97
P0328034	Eaton Corp	OCC	5638	9,119.00
P0327566	Community College League of Calif	DIS	5899	9,000.00
P0327863	GlaxoSmithKline	GWC	4312	9,000.00
P0328040	Dental Imaging Technologies Corp	OCC-GB	6411	9,000.00
P0327948	ePlus Technology inc	OCC-GB	6250	8,756.84
P0327978	Eberhard Equipment Inc	OCC	6411	8,620.00
P0327571	Celtic Special Health Prod Div	DIS	5482	8,500.00
P0327662	Mandate Resource Services LLC	DIS	5899	8,000.00
P0327768	ThreeForks Inc	OCC	5699	8,000.00
P0328021	Rhino Electric Supply	GWC	4312	8,000.00
P0327828	Synegi Inc	DIS	5699	7,956.00
P0327934	GCI Construction Inc	OCC-GB	5899	7,800.00
P0327572	Amer Fidelity Assurance	DIS	5891	7,750.00
P0328048	Comevo LLC	OCC	5699	7,714.90
P0327573	RJ's Coaching & Consulting	DIS	5899	7,500.00
P0327705	RR Donnelley	GWC	4321	7,315.95
P0327972	OCC Food Services	OCC	5899	7,015.00
P0327576	First Health	DIS	5891	7,000.00
P0328015	Ascent Elevator Services	CCC	5655	7,000.00
P0328074	Hotcourses Inc	OCC	5850	7,000.00
P0328063	Allscape	OCC-GB	6120	6,912.00
P0327758	Dell Higher Education	OCC-GB	6412	6,442.43
P0328066	CAE Healthcare Inc	OCC	5638	6,300.00
P0328012	Pacific Parking Systems Inc	GWC	5638	6,250.00
P0327597	Medco Health Solutions Inc	DIS	5891	6,000.00
P0327869	PSS World Medical Inc	GWC	4312	6,000.00
P0327928	Nextel Communications	CCC	5899	6,000.00
P0328062	Allscape	OCC-GB	6120	5,733.00
P0327562	Chem Pro Laboratory Inc	OCC	5510	5,700.00
P0327723	Sport & Cycle Inc	GWC	4312	5,697.45

Purchase Orders

P0327911	Fuller Engineering Inc	GWC	4312	5,613.00
P0327938	Mesa Upholstery Design Center Inc	OCC-GB	5899	5,405.66
P0328061	Digital Networks Group Inc	OCC-GB	6250	5,240.38
P0327605	Xerox Education Services Inc	OCC	5899	5,174.00
P0328041	Point & Click Solutions Inc	OCC	5899	5,100.00
P0327979	OC Fire Protection	GWC	5899	5,010.00
P0327643	Zephyr Turfcare Equipment	OCC	5657	5,000.00
P0327661	Public Economics Inc	DIS	5112	5,000.00
P0327767	B & P Services Inc	DIS	5650	5,000.00
P0327962	Graybar Electric	DIS	4315	5,000.00
P0327989	Storefront Door Repair	GWC	5899	5,000.00
P0327999	Postmaster	GWC	5831	5,000.00
P0327923	Fisher Scientific	CCC	4312	4,799.94
P0327687	Systems Technology Associates Inc	DIS	6412	4,787.79
P0327559	Montgomery Hardware Co	OCC-GB	6250	4,711.98
P0327899	Carolina Biological Supply	GWC	4312	4,700.00
P0327963	Fisher Scientific	CCC	4312	4,516.87
P0327900	Int'l Security Products	GWC	4312	4,500.00
P0327995	Heat Transfer Solutions Inc	GWC	5899	4,400.00
P0327846	School Services of Calif Inc	DIS	5320	4,200.00
P0327966	Buddy's All-Star Inc	GWC	4312	4,067.58
P0327946	ePlus Technology inc	OCC-GB	6250	4,008.91
P0327651	Orange Coast Auto Repair	OCC	5657	4,000.00
P0327652	Mesa Golf Carts Inc	OCC	5657	4,000.00
P0327738	The Shredders	DIS	5899	4,000.00
P0327868	Pharmedix	GWC	4312	4,000.00
P0327910	VWR Int'l LLC	GWC	4312	4,000.00
P0327931	OC Auditor-Controller	CCC	5899	4,000.00
P0327949	Xerox Corp	CCC	5682	4,000.00
P0327985	Safety 1st Pest Control Inc	GWC	5899	4,000.00
P0327818	Verizon California	CCC	5519	3,950.00
P0328073	ALC Press Inc	OCC	5850	3,700.00
P0327994	Aramark Uniform Services	GWC	5510	3,600.00
P0328068	Medical Billing Technologies Inc	OCC	5899	3,600.00
P0327919	Carolina Biological Supply	CCC	4312	3,567.46
P0327733	Fisher Scientific	GWC	4312	3,400.00
P0327826	Hewlett Packard	GWC	4315	3,368.59
P0327636	Study in the USA Inc	CCC	5850	3,350.00
P0328104	Hewlett Packard	GWC	6412	3,280.54
P0327894	Buddy's All-Star Inc	GWC	4312	3,189.26
P0327725	D3 Sports	GWC	4312	3,124.65
P0327570	Volvo Rents Inc	OCC	5657	3,000.00
P0327650	Stater Bros Markets	OCC	4313	3,000.00
P0327659	Quartermaster OC	OCC	5899	3,000.00
P0327660	Bear Communications Inc	OCC	5899	3,000.00
P0327681	Office Depot	OCC	4312	3,000.00
P0327694	Stater Bros Markets	OCC	4312	3,000.00

Purchase Orders

P0327713	Dept of Industrial Relations	OCC	6205	3,000.00
P0327744	Pacific Parking Systems Inc	OCC	5899	3,000.00
P0327776	Graybar Electric	DIS	4312	3,000.00
P0327780	Odyssey Power Corp	DIS	5899	3,000.00
P0327864	Merck Vaccines	GWC	4312	3,000.00
P0327866	Medical Billing Technologies Inc	GWC	5899	3,000.00
P0327895	Chem Pro Laboratory Inc	CCC	5638	3,000.00
P0327898	Dakota Backflow Co	CCC	5638	3,000.00
P0328053	Rhino Electric Supply	CCC	4312	3,000.00
P0328102	iXPLORE Universities LLC	OCC	5850	3,000.00
P0327689	NASFAA	OCC	5320	2,982.00
P0327832	Quality Aire	OCC	5638	2,890.00
P0327582	B & P Services Inc	OCC-GB	6250	2,885.00
P0327732	Delta Biologicals	GWC	4312	2,800.00
P0327975	Burmax Co Inc	GWC	4312	2,681.82
P0328037	Calif Upholstery Professionals	OCC-GB	5899	2,597.71
P0327874	Swimoutlet.com	GWC	4312	2,556.37
P0327568	Nat'l Diversity Council	DIS	5320	2,500.00
P0327639	Iron Mountain Records Mgmt	CCC	5899	2,500.00
P0327663	Grainger	DIS	4312	2,500.00
P0327678	Office Depot	OCC	4312	2,500.00
P0327685	Office Depot	DIS	4312	2,500.00
P0327717	County of Orange	DIS	5749	2,500.00
P0327747	FRS Environmental	DIS	5510	2,500.00
P0327774	CR & R Inc	DIS	5510	2,500.00
P0327781	Sign-Mart	OCC	5850	2,500.00
P0327840	Times Community News	OCC	5850	2,500.00
P0327851	Landauer Inc	OCC	5801	2,500.00
P0327886	TALX Corp	CCC	5899	2,500.00
P0327887	TALX Corp	CCC	5899	2,500.00
P0327902	CI Solutions	GWC	4312	2,500.00
P0327987	TreeCare Arborists	GWC	5899	2,500.00
P0328024	Amico Scientific Corp	GWC	4312	2,500.00
P0328045	Federal Express Corp	OCC	5831	2,500.00
P0328051	Stater Bros Markets	OCC	4312	2,500.00
P0328016	Carolina Biological Supply	OCC	4312	2,450.00
P0328096	Allscape	OCC	5665	2,430.00
P0327901	Iron Mountain Records Mgmt	GWC	5899	2,400.00
P0327903	Coast Label Co	GWC	4312	2,400.00
P0327724	Sport & Cycle Inc	GWC	4312	2,362.47
P0327907	VWR Int'l LLC	GWC	4312	2,300.00
P0328042	College Health Services LLC	OCC	5306	2,300.00
P0327581	Allscape	OCC-GB	6120	2,280.00
P0327699	Ascent Elevator Services	OCC	5510	2,250.00
P0327867	Point & Click Solutions Inc	GWC	5699	2,250.00
P0327755	Dell Higher Education	OCC-GB	6412	2,188.19
P0327945	Siemens Industry Inc	OCC	5638	2,171.48

Purchase Orders

P0327823	Environmental Systems Research Inst	OCC-GB	5699	2,155.00
P0327640	Performance Envelope Inc	CCC	4312	2,000.00
P0327648	Home Depot	OCC	4312	2,000.00
P0327653	Prince Enterprises Inc	OCC	5657	2,000.00
P0327695	Smart & Final Stores LLC	OCC	4312	2,000.00
P0327697	Discount School Supply	OCC	4312	2,000.00
P0327714	Titan Environmental Solutions Inc	DIS	5653	2,000.00
P0327745	Security Signal Devices	CCC	5899	2,000.00
P0327773	Newport Exterminating	DIS	5899	2,000.00
P0327786	Pro Photo Connection Inc	OCC	4312	2,000.00
P0327791	Office Depot	CCC	4312	2,000.00
P0327792	Office Depot	CCC	4312	2,000.00
P0327796	Office Depot	GWC	4312	2,000.00
P0327856	Unisource Worldwide Inc	OCC	4677	2,000.00
P0327932	PL Hawn Co Inc	CCC	4312	2,000.00
P0327944	Business Wire	OCC	5850	2,000.00
P0327964	Home Depot	DIS	4312	2,000.00
P0328049	Cintas First Aid & Safety	CCC	4312	2,000.00
P0328089	Office Depot	OCC	4312	2,000.00
P0327875	Swimoutlet.com	GWC	4312	1,920.11
P0327879	truWest Inc	GWC	4312	1,907.18
P0327728	Siemens Industry Inc	GWC	5801	1,900.00
P0327675	Office Depot	OCC	4312	1,888.00
P0327801	ARS Enterprises	CCC	5638	1,852.50
P0327877	Competitive Aquatic Supply	GWC	4312	1,818.39
P0327707	Office Depot	OCC	4312	1,800.00
P0327896	Chem Pro Laboratory Inc	CCC	5638	1,800.00
P0327824	Siemens Industry Inc	DIS	5638	1,758.00
P0328059	All Pro Building Maintenance Inc	GWC	5899	1,758.00
P0327720	Preferred Crane Services	DIS	5899	1,750.00
P0328064	Valley Crest Tree Co	OCC-GB	6120	1,733.38
P0328065	Valley Crest Tree Co	OCC-GB	6120	1,733.38
P0327735	Hardy Diagnostics	GWC	4312	1,700.00
P0327885	AT & T	CCC	5519	1,700.00
P0327574	Hoover Printing & Lithography Inc	OCC	4321	1,619.48
P0327880	Cal Track Reconditioning Inc	GWC	4312	1,616.25
P0327737	Ward's Natural Science	GWC	4312	1,600.00
P0327842	Island Color Inc	OCC	4321	1,600.00
P0327917	Fisher Scientific	CCC	4312	1,580.14
P0328014	Sea Clear Pools Inc	GWC	5899	1,525.56
P0327637	Fry's Electronics	CCC	4315	1,500.00
P0327644	OCC Food Services	OCC	5899	1,500.00
P0327654	SC Signs & Supplies LLC	OCC	5665	1,500.00
P0327814	Office Depot	OCC	4312	1,500.00
P0327865	Medical Arts Press	GWC	4312	1,500.00
P0327904	Sy Nielson Service Inc	GWC	5638	1,500.00
P0327955	Office Depot	OCC	4312	1,500.00

Purchase Orders

P0327959	Mar Vac Electronics	DIS	4315	1,500.00
P0327967	Follett Higher Education Group Inc #1181	GWC	7605	1,500.00
P0327981	PSi	GWC	4677	1,500.00
P0327984	Refrigeration Supplies Distrib	GWC	4677	1,500.00
P0327988	Smardan Supply Co-Orange Coast	GWC	4312	1,500.00
P0327991	Springdale Ace Hardware	GWC	4677	1,500.00
P0327993	Superior Filtration Products Inc	GWC	4312	1,500.00
P0328023	VWR Int'l LLC	GWC	4312	1,500.00
P0328075	Academic Credentials Evaluation Inst	OCC	5899	1,500.00
P0328108	Community College League of Calif	DIS	5320	1,500.00
P0327558	Sierra School Equipment Co	OCC-GB	5899	1,470.00
P0327565	Amer Council on Education	DIS	5320	1,444.00
P0327970	Calif Pro Sports	GWC	4312	1,418.01
P0328107	GovConnection Inc	DIS	4312	1,404.13
P0327743	Ward's Natural Science	GWC	4312	1,400.00
P0327830	B & B Services	OCC	5657	1,346.00
P0327727	3M Co	GWC	5638	1,345.00
P0327953	Xerox Corp	OCC	5638	1,313.00
P0327607	Office Depot	DIS	4312	1,300.00
P0327696	Home Depot	OCC	4312	1,300.00
P0327790	Office Depot	GWC	4312	1,300.00
P0328026	Gabel's Cosmetics Inc	GWC	4312	1,280.07
P0327668	MT Walker Co	TRANS	5650	1,250.00
P0327716	Dept of Toxic Substances Ctrl	DIS	5749	1,250.00
P0327912	Coastal Carbonic	GWC	4312	1,250.00
P0328099	Presidents' Round Table	DIS	5320	1,250.00
P0328031	Bamboo Solutions Corp	OCC	5699	1,243.00
P0327942	Digital Networks Group Inc	OCC-GB	6250	1,236.51
P0327715	AMEC Geomatrix Inc	DIS	5653	1,200.00
P0328103	Orkin Pest Control	OCC	5899	1,200.00
P0328078	Western Graphics Plus	OCC	4321	1,198.70
P0327855	Soccer Central	GWC	4312	1,187.41
P0328113	Boathouse Sports	GWC	4312	1,183.70
P0327922	Flinn Scientific Inc	CCC	4312	1,174.58
P0327858	Sport & Cycle Inc	GWC	4312	1,170.04
P0327703	Hewlett Packard	CCC	6412	1,098.50
P0327577	Tangram	OCC-GB	6250	1,060.24
P0327977	Follett Higher Education Group Inc #1094	OCC	4312	1,050.00
P0327950	Xerox Corp	OCC	5638	1,044.00
P0327918	Ward's Natural Science	CCC	4312	1,031.60
P0328105	Customguide Inc	DIS	5699	1,025.00
P0327831	Eversoft	OCC	5682	1,022.00
P0327569	Western Illuminated Plastics Inc	OCC	4312	1,000.00
P0327656	Crown Ace Hardware	OCC	4312	1,000.00
P0327657	Galls Inc	OCC	5899	1,000.00
P0327666	World-Wide Fire Inc	DIS	5510	1,000.00
P0327667	Conecsus LLC	DIS	5510	1,000.00

Purchase Orders

P0327679	Office Depot	OCC	4312	1,000.00
P0327712	Office Depot	OCC	4312	1,000.00
P0327770	Ewing Irrigation Products Inc	DIS	4312	1,000.00
P0327777	Home Depot	DIS	4312	1,000.00
P0327838	OC Register	OCC	5850	1,000.00
P0327841	Hoover Printing & Lithography Inc	OCC	4321	1,000.00
P0327843	Samy's Camera	OCC	4312	1,000.00
P0327844	Taubenpost Inc	OCC	5899	1,000.00
P0327852	Hewlett Packard	DIS	5657	1,000.00
P0327881	Fry's Electronics	CCC	4315	1,000.00
P0327882	Fry's Electronics	CCC	4315	1,000.00
P0327883	Infinity Designs	CCC	4321	1,000.00
P0327884	Infinity Designs	CCC	4321	1,000.00
P0327889	Custom Building Maintenance	CCC	5899	1,000.00
P0327891	Calif Commercial Lighting Supply Inc	CCC	4312	1,000.00
P0327929	Andrews Electronics	GWC	4677	1,000.00
P0327954	Office Depot	OCC	4312	1,000.00
P0327980	Mr B's Lawnmower & Saw Shop	GWC	4677	1,000.00
P0327990	Water Tech	GWC	4312	1,000.00
P0328001	Pitney Bowes Inc	GWC	4312	1,000.00
P0328005	Waxie Sanitary Supply	GWC	4312	1,000.00
P0328007	D & N Plants	GWC	4312	1,000.00
P0328008	Horizon Distributors Inc	GWC	4312	1,000.00
P0328010	Bulbman Inc	GWC	4401	1,000.00
P0328070	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0328090	Office Depot	DIS	4312	1,000.00
P0328091	Office Depot	OCC	4312	1,000.00
P0328092	Office Depot	OCC	4312	1,000.00
P0328093	Office Depot	OCC	4312	1,000.00
P0328094	Office Depot	OCC	4312	1,000.00
P0327805	B & B Services	OCC	5638	980.00
P327764	Orkin Pest Control	OCC	5510	960.00
P0327803	Optical Calibration Service	CCC	5638	900.00
P0327812	Office Depot	CCC	4312	900.00
P327760	Orkin Pest Control	OCC	5510	900.00
P0327957	Hewlett Packard	CCC	4315	898.71
P0327729	Sports Endeavors Inc	GWC	4312	893.98
P0327878	VS Athletics	GWC	4312	860.64
P0327952	Xerox Corp	OCC	5638	832.00
P0327627	Fry's Electronics	CCC	4401	800.00
P0327698	Follett Higher Education Group Inc #1094	OCC	4312	800.00
P0327731	Bio-Rad Laboratories Inc	GWC	4312	800.00
P0327778	Andtech Corporation	DIS	5899	800.00
P0327837	Alan's Lawnmower & Garden Ctr Inc	OCC	4312	800.00
P0327859	FishMax.Com LLC	OCC	5899	800.00
P0327906	Ewing Irrigation Products Inc	CCC	4312	800.00
P0327958	Office Depot	CCC	4312	800.00

Purchase Orders

P0328080	3M Clean Water Solutions	OCC	5801	800.00
P0327580	West Coast Turf	OCC-GB	6120	774.50
P0327779	BACCHUS Network	OCC	5320	765.38
P0327664	Lakin Tire West Inc	DIS	5510	750.00
P0327665	FOPCO Inc	DIS	5510	750.00
P0327853	Calvary Chapel HS Football	OCC	5850	750.00
P0327854	Corona Del Mar Touchdown Club	OCC	5850	750.00
P0327857	ETR Associates	GWC	4321	750.00
P0327888	Cintas First Aid & Safety	CCC	5899	700.00
P0328054	Quartermaster OC	CCC	4312	700.00
P0327567	Entrepreneurship	DIS	5320	691.00
P0327584	Siemens Industry Inc	OCC	5638	684.48
P0327916	Fisher Scientific	CCC	4312	681.22
P0327802	Optical Calibration Service	CCC	5638	675.00
P0328017	Fisher Scientific	OCC	4312	667.49
P0327736	Marinus Scientific	GWC	4312	650.00
P0327759	Pivot Interiors Inc	OCC-GB	5899	640.00
P0327915	Biopac Systems Inc	CCC	4312	639.95
P0327921	Carolina Biological Supply	CCC	4312	632.30
P0327692	Eversoft	OCC	5638	600.00
P0327789	mac guys	OCC	5657	600.00
P0327871	Web Commerce Partners Inc	GWC	4312	600.00
P0328100	Newport Harbor Football Boosters	OCC	5850	600.00
P0327893	Sluggers Team Sales	GWC	4312	527.20
P0328047	Baudville Inc	OCC	4312	526.78
P0327585	Office Depot	DIS	4312	500.00
P0327610	Office Depot	DIS	4312	500.00
P0327625	Comtel Pro Media	CCC	4401	500.00
P0327626	Ford Electronics Inc	CCC	4401	500.00
P0327628	Master Recording Supply Inc	CCC	4401	500.00
P0327655	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0327658	Emergency Medical Products Inc	OCC	5899	500.00
P0327669	Test America Analytical Testing Corp	DIS	5653	500.00
P0327693	Constructive Playthings	OCC	4312	500.00
P0327718	CDT Inc	TRANS	5895	500.00
P0327719	UCI Occupational Health	DIS	5895	500.00
P0327730	Western Scientific Co	GWC	5657	500.00
P0327739	Follett Higher Education Group Inc #1181	GWC	4312	500.00
P0327761	Home Depot	CCC	4312	500.00
P0327771	Maehara Nursery	DIS	4312	500.00
P0327772	Alan's Lawnmower & Garden Ctr Inc	DIS	4312	500.00
P0327804	Office Depot	GWC	4312	500.00
P0327813	Office Depot	OCC	4312	500.00
P0327819	Security Signal Devices	CCC	5899	500.00
P0327833	OC Farm Supply Inc	OCC	4312	500.00
P0327835	Crown Ace Hardware	OCC	4312	500.00
P0327847	Follett Higher Education Group Inc #1094	OCC	4312	500.00

Purchase Orders

P0327850	B & P Services Inc	DIS	5650	500.00
P0327890	Builders Security Locks & Services Inc	CCC	5899	500.00
P0327908	Grainger	CCC	4312	500.00
P0327936	Spectrum Gas Products Inc	OCC	4312	500.00
P0327943	Art Supply Warehouse	OCC	4312	500.00
P0327960	Home Depot	DIS	4312	500.00
P0327992	Walters Wholesale Electric Co	GWC	4312	500.00
P0328027	Estancia HS Football Boosters	OCC	5850	500.00
P0328028	Estancia Athletics	OCC	5850	500.00
P0328029	Office Depot	GWC	4312	500.00
P0328057	Red-E-Rentals	CCC	5682	500.00
P0328069	OCC Food Services	OCC	4312	500.00
P0328083	Toshiba Business Solutions	OCC	5657	500.00
P0328084	Sehi Computer Products Inc	OCC	4312	500.00
P0328098	Office Depot	GWC	4312	500.00
P0328101	Ocean View HS Football Boosters	OCC	5850	500.00
P0327763	US Foodservice	OCC	4312	497.00
P0328032	Black Box Resale Services	DIS	4315	493.88
P0327836	Provantage Corp	DIS	4312	491.52
P0327873	BSN Sports Inc	GWC	4312	476.00
P0327583	Computerland of Silicon Valley	GWC	6412	474.00
P0328097	SIGMAnet Inc	DIS	5699	462.67
P0327968	VS Athletics	GWC	4312	409.44
P0327798	Office Depot	GWC	4312	400.00
P0327800	Office Depot	OCC	4312	400.00
P0327820	Security Signal Devices	CCC	5899	400.00
P0327925	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0327982	Pep Boys	GWC	4677	400.00
P0328013	Pitney Bowes Inc	CCC	4312	400.00
P0328046	Powertron Battery Co	CCC	4312	400.00
P0328095	Office Depot	OCC	4312	400.00
P0327690	OCLC Inc	OCC	4312	378.33
P0327816	FranklinCovey	DIS	4312	376.75
P0327920	Thorn-Smith Labs	GWC	4312	374.75
P0328011	Prudential Overall Supply Co	GWC	5899	370.00
P0327872	Pro Helmet Decals LLC	GWC	4312	360.65
P0328071	Security Signal Devices	CCC	5899	360.00
P0328072	Security Signal Devices	CCC	5899	360.00
P0328076	Security Signal Devices	CCC	5899	360.00
P0328088	Dell Higher Education	OCC	6412	357.72
P0327947	Sheward & Son & Sons	OCC-GB	6250	350.00
P0327799	Ipswitch Inc	CCC	5699	345.00
P0327645	Information Today Inc	OCC	6301	340.00
P0328030	Office Depot	DIS	4312	339.47
P0327849	Antimite Termite & Pest Control	OCC	5899	325.00
P0327721	Fountain Valley Chamber of Commerce	CCC	5320	303.00
P0327973	House of Batteries	GWC	4312	300.15

P0327769	Home Depot	GWC	4312	300.00
P0327787	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0327913	Follett Higher Education Group Inc #1181	GWC	4312	300.00
P0327933	Security Signal Devices	CCC	5899	300.00
P0328043	Spectrum Gas Products Inc	OCC	5899	300.00
P0328052	Pak West Paper & Packaging	CCC	4312	300.00
P0328077	Signs etc	CCC	5899	300.00
P0328109	USA Mobility Inc	CCC	5899	300.00
P0327810	Office Depot	DIS	4312	295.52
P0327914	Arrowhead Mountain Spring Water	CCC	4312	287.28
P0327641	Amazon.com	DIS	4312	284.17
P0327956	Office Depot	GWC	4315	269.36
P0327766	Chem Pro Laboratory Inc	OCC	4677	268.00
P0327892	Gunther's Athletic Service	GWC	4312	260.59
P0327624	Calif Stage & Lighting	CCC	4401	250.00
P0327861	Amer Proficiency Institute	GWC	5899	250.00
P0327862	Audiomed	GWC	5899	250.00
P0327971	Follett Higher Education Group Inc #1181	GWC	4312	250.00
P0327983	Pete's Road Service Inc	GWC	4312	250.00
P0327986	Signs etc	GWC	4312	250.00
P0328033	Office Depot	GWC	4312	250.00
P0327708	Konica Minolta Business Solutions	GWC	5638	240.00
P0328025	Airsplat.com	GWC	4312	228.41
P0327638	Ace Business Machines Inc	CCC	5638	225.00
P0327806	Office Depot	OCC	4321	223.24
P0327782	Aircraft Spruce & Specialty Co	OCC	4312	220.00
P0328019	Amer Red Cross	GWC	4312	204.73
P0327742	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0327762	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0327775	JD Lock & Key	DIS	5650	200.00
P0327784	Caltime Metals	OCC	4312	200.00
P0327788	Art Supply Warehouse	OCC	4312	200.00
P0327834	McFadden-Dale Industrial Hardware LLC	OCC	4312	200.00
P0327848	Hanks Electrical Supplies Inc	OCC	4312	200.00
P0327860	Air Source Industries Inc	GWC	4312	200.00
P0327909	Anderson Stationers	GWC	4312	200.00
P0327926	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0328036	Office Depot	GWC	4312	200.00
P0328087	Home Depot	OCC	4312	200.00
P0327702	Codework Inc	CCC	5699	199.00
P0327974	Community Lock & Safe Service	GWC	4312	195.30
P0327969	Tomark Sports	GWC	4312	182.96
P0327976	Burmax Co Inc	GWC	4312	179.85
P0327785	CCPRO	DIS	5320	175.00
P0328079	Digi-Key Corp	OCC	4312	172.52
P0327870	Licensing	GWC	5749	150.00
P0327997	LA Grinding Co	GWT	5899	150.00

Purchase Orders

P0328086	Follett Higher Education Group Inc #1094	OCC	4312	150.00
P0328085	Sign Concepts	OCC	4312	137.30
P0327642	Follett Higher Education Group Inc #1094	OCC	4312	125.00
P0327905	Triarch Inc	GWC	4312	123.00
P0327808	Office Depot	GWC	4312	120.00
P0328082	Calif Tool Welding Supply	OCC	5801	120.00
P0327649	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0327691	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0327807	Office Depot	CCC	4312	100.00
P0327897	Crown Lift Trucks	CCC	5638	100.00
P0327927	Larry's Building Materials	CCC	4312	100.00
P0327996	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0327783	Calif Tool Welding Supply	OCC	4312	90.00
P0327765	Chronicle of Higher Education	DIS	5306	75.00
P0327646	Art Culinaire	OCC	6301	68.00
P0327797	Dell Higher Education	CCC	4315	66.70
P0327876	Competitive Aquatic Supply	GWC	4312	59.91
P0327647	James Publishing Inc	OCC	6301	59.00
P0327829	Dakota Backflow Co	DIS	5899	55.00
P0327709	Office Depot	GWC	4312	50.00
P0327734	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0327741	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0327998	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0327839	Liquidware Labs Inc	OCC	5638	48.00
P0327711	GovConnection Inc	DIS	4315	36.53
Total				<u>\$28,138,811.77</u>

Object Code Legend

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

20. Ratification / Approval of Checks

Subject 20.01 DIS - Approval of Checks
Meeting Aug 15, 2012 - Regular Meeting
Category 20. Ratification / Approval of Checks
Access Public
Type Consent

File Attachments

[Check Approval 08-15-12.pdf \(196 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0170844	SWACC Renewal of District Property/Liability Insurance 2012-13	1,015,321.00
0170854	Best Contracting Services Inc Bid 1992 Newport Beach Learning Center	760,964.00
0171048	UnitedHealthcare of California Medical Premiums	614,480.10
0171094	UnitedHealthcare of California Medical Premiums	605,975.10
0170863	West-Tech Mechanical Inc Bid 1992 Newport Beach Learning Center	338,221.00
0170995	Coast Community College Dist CCCD Annual Medical Claims	303,478.93
0171093	Medco Health Solutions Inc Medical Prescription Claims	291,663.71
0171043	Kaiser Foundation Health Plan Inc Medical Premiums	289,287.04
0171140	Kaiser Foundation Health Plan Inc Medical Premiums	288,807.47
0171124	Student Insurance Student Insurance	271,221.00
0170994	ACSIG Dental / Edge Dental Claims	217,315.29
0170826	Coast Community College Dist CCCD Annual Medical Claims	215,649.20
0170857	Dennison Electric Inc Bid 1992 Newport Beach Learning Center	204,973.00
0170997	Medco Health Solutions Inc Medical Prescription Claims	180,311.02
0170996	Keenan & Associates Protected Insurance Program	162,800.50
0171092	Coast Community College Dist CCCD Annual Medical Claims	143,762.24
0171038	Coast Community College Dist CCCD Annual Medical Claims	143,662.69
0170852	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Beach Learning Center	138,895.00
0170862	Superior Wall Systems Inc Bid 1992 Newport Beach Learning Center	134,778.00
0170631	Follett Higher Education Group Inc #1094 EOPS Books & Supplies	114,874.66
0171160	Newport-Mesa Unified Sch Dist Lease Agreement Mesa Verde Elementary School	109,912.94
0170913	Oracle Corp Renewal of Enterprise License and Support	102,892.96
0170860	PK Mechanical Systems Inc Bid 1994 Newport Beach Learning Center (GOBF)	98,770.00

0171091	Ellucian Support Inc	81,705.00
	Student Ed Plan License and Service Agreement	
0170790	Marsh Risk & Insurance Svcs	75,277.01
	Ancillary Insurance Premiums	
0171061	Constellation NewEnergy Inc	73,691.85
	Electricity District-wide	
0170837	Lew Edwards Group	73,568.66
	Professional Services Agreement	
0170954	West-Tech Mechanical Inc	72,052.00
	Bid 1992 Newport Beach Learning Center	
0170856	Cuyamaca Const Inc	68,445.00
	Bid 1992 Newport Beach Learning Center	
0170950	Advanced Communications Engineering	63,379.57
	CCC NBLC Low Voltage Security	
0170859	Link-Nilsen Corp	54,205.00
	Bid 1992 Newport Beach Learning Center	
0171047	Reliastar Life Insurance Co	49,392.19
	Life Insurance Premiums	
0171158	Mobile Modular Management Corp	48,651.92
	Lease for CCC Early College High School	
0171045	Reliastar Life Insurance Co	43,092.54
	Life Insurance Premiums	
0171016	Marsh Risk & Insurance Svcs	42,891.67
	Ancillary Insurance Premiums	
0170855	Best Contracting Services Inc	41,948.00
	Bid 1992 Newport Beach Learning Center	
0170621	Constellation NewEnergy Inc	38,495.29
	Electricity District-wide	
0170953	West-Tech Mechanical Inc	37,580.00
	Bid 1992 Newport Beach Learning Center	
0170831	Burke Williams & Sorensen LLP	30,413.42
	District General Counsel Legal Service	
0170625	ePlus Technology inc	29,180.26
	Computer Network Hardware & Software Upgrade	
0170604	Bob's Shade & Linoleum	28,045.39
	CCC Carpet	
0171039	Delta Health Systems	27,919.00
	Insurance Administration Fees	
0171037	Coast Community College Dist	27,428.66
	CCCD Annual Medical Claims	
0171060	Community College League of Calif	27,155.00
	Athletci Association Membership Renewal	
0170998	Vision Service Plan	26,858.78
	CCCD Annual Vision Claims	
0170905	Memorialcare Medical Group	26,760.00
	Student Health Services	
0171135	Xerox Corp	26,066.88
	CCCD White Copier Paper	
0170578	ABTECH	23,869.66

0170951	Dennison Electric Inc	22,775.00
0171147	CCCD Student Refunds	21,906.00
0171046	Reliastar Life Insurance Co	21,848.47
0171059	Commonwealth Annuity	20,110.92
0170918	Postmaster	20,000.00
0170900	Konica Minolta Business Solutions	19,188.68
0171136	Public Private Ventures	18,995.00
0170762	CCC Sac	17,174.50
0171034	Anthem Blue Cross	16,981.30
0170878	CCC Contract Education	16,274.83
0170840	Mesa Consolidated Water Dist	16,137.38
0170853	Anderson Charnesky Structural Steel Inc	15,433.00
0170752	Apple Computer Inc	15,425.18
0170884	Ellucian Support Inc	15,300.00
0170858	K & Z Cabinet Co Inc	15,213.00
0170882	Coast Comm College Assoc	15,000.00
0170674	OC Treasurer-Tax Collector	14,691.50
0171057	City of Huntington Beach	13,897.68
0170922	Southern Calif Edison Co	13,381.67
0170629	Fairbank Maslin Maullin Metz & Associates In	13,174.00
0171026	ProEducation Solutions LLC	13,125.00
0170940	Xerox Corp	12,176.76
0171104	CareerAmerica LLC	11,500.00
0170968	Power Distributors Inc	11,394.72
0171083	Study in the USA Inc	10,995.00
0171102	Atkinson Andelson Loya Ruud & Romo	10,720.81
0171131	Vital Link OC	10,660.00
0170713	Southern Calif Edison Co	10,589.05
0171027	SIGMANet Inc	10,501.45
0170748	TruGreen Limited Partnership	9,995.00
0170622	Dell Higher Education	9,716.79
0170757	Atkinson Andelson Loya Ruud & Romo	9,633.81
0171056	CCCD Student Refunds	9,030.00
0170669	ModernThink LLC	8,733.00
0170962	CCCD Student Refunds	8,646.10
0170893	GWC RHORC Trust	8,415.67
0170760	Calif Commercial Lighting Supply Inc	8,407.46
0170786	Intelecom	8,140.00
0170672	Norman A Traub Associates	8,111.60
0171162	Pelican Center LP	8,000.00
0171169	ThreeForks Inc	8,000.00
0170912	On-Site LaserMedic Corp	7,688.38
0171134	Xerox Corp	7,600.21
0171077	RJ's Coaching & Consulting	7,500.00
0171156	Leonard Chaidez Tree Service	7,200.00
0170800	Refrigeration Supplies Distrib	7,171.21
0170868	Acoustical Material Services	6,923.55
0170848	Verizon Wireless	6,880.61
0170635	Gopher Sports	6,861.58

0171064	Elavon	6,857.74
0170710	SIGMANet Inc	6,698.62
0170846	Townsend Public Affairs Inc	6,550.00
0170675	OC Treasurer-Tax Collector	6,513.00
0170652	Infinite Security Solutions	6,452.00
0171122	Southern Calif Edison Co	6,405.85
0170724	TruGreen Limited Partnership	6,079.21
0170814	Union Bank	6,000.60
0170890	Glorria Morrison & Assoc Inc	6,000.00
0170917	Postmaster	6,000.00
0170747	JDK Drilling Inc	5,900.00
0170608	Campus Solutions	5,834.75
0170662	LRH Consulting	5,750.00
0171002	Business Properties Partnership No 15 - July	5,533.51
0171055	Business Properties Partnership No 15 - August	5,533.51
0170611	CCCD Student Refunds	5,504.10
0170773	Follett Higher Education Group Inc #1181	5,373.32
0171029	StreetWise Networks LLC	5,280.00
0170665	Richard McGaffigan	5,000.00
0170990	The Gas Co	4,904.71
0170963	ePlus Technology inc	4,902.50
0170716	Studica Inc	4,742.40
0171101	AT & T	4,726.59
0170617	Coast Community College Dist	4,646.00
0171084	Terremark North America Inc	4,235.00
0170607	Cal-Olympic Safety	4,105.92
0170739	Xerox Corp	4,071.86
0170649	HRMS Inc	4,000.00
0170704	Lance Segars	4,000.00
0170765	Collegenet Inc	4,000.00
0170877	CCC	3,995.00
0171035	Care Resources Inc	3,991.50
0171042	Kaiser Foundation Health Plan Inc	3,941.36
0170717	Sun Environmental Engineering Services Inc	3,885.00
0171086	The Gas Co	3,849.55
0171066	Gerke Consulting & Development LLC	3,731.00
0170624	El Camino Asphalt Paving Corp	3,700.00
0170776	Grainger	3,645.80
0170746	Atlas Environmental Engineering Inc	3,626.38
0171107	Coast Community College Dist	3,618.00
0170796	Pearson Education	3,604.60
0170797	Pottery Supply House Limited	3,590.83
0170680	On-Site LaserMedic Corp	3,569.36
0170634	GCI Construction Inc	3,552.91
0170813	Total Recall Captioning Inc	3,520.00
0171141	Kaiser Foundation Health Plan Inc	3,448.69
0171126	Study in the USA Inc	3,350.00
0170817	Tuan Vo	3,250.00
0171051	Vision Service Plan	3,246.75

0171142	Vision Service Plan	3,233.80
0171041	Genworth Life & Annuity Insurance Co	3,189.97
0170772	Follett Higher Education Group Inc #1094	3,134.56
0171128	The Gas Co	3,126.87
0170769	ePlus Technology inc	3,010.02
0170632	Follett Higher Education Group Inc #1180	3,002.63
0171006	Commonwealth Annuity	3,000.00
0171114	NASFAA	2,982.00
0170933	Michael Warner	2,960.33
0171007	CR & R Inc	2,922.68
0170595	B & P Services Inc	2,683.18
0171117	Oracle Corp	2,546.18
0170879	CCC Contract Education	2,535.00
0170688	Pitney Bowes Inc	2,523.00
0170822	Xerox Corp	2,501.83
0170881	City of Garden Grove	2,501.38
0170628	Daniel Exley	2,500.00
0171020	Nat'l Diversity Council	2,500.00
0170679	Office Depot	2,492.42
0170939	Xerox Corp	2,488.09
0170620	Computerland of Silicon Valley	2,410.05
0171004	CCCD-Cash Clearing	2,393.85
0170700	Rhino Electric Supply	2,387.52
0170981	Evisions Inc	2,340.00
0170603	BJ Bindery Inc	2,339.22
0170683	Orvac Electronics Pasadena	2,320.12
0170774	Ganahl Lumber Co	2,266.46
0170842	Orkin Commercial Services	2,258.00
0170690	Point & Click Solutions Inc	2,250.00
0170640	GWC Student Activities #4031	2,208.26
0170874	B & P Services Inc	2,137.83
0170646	Hewlett Packard	2,113.44
0170952	Graybar Electric	2,104.87
0171000	Ascent Elevator Services	2,075.00
0170651	ii Fuels, Inc	2,039.81
0171125	Student Insurance	2,000.00
0170984	League for Innovation	1,980.00
0170588	AT & T	1,945.79
0170777	Halo Branded Solutions	1,915.93
0170636	gopixel design studios inc	1,900.00
0171058	Coast Community College Dist	1,899.00
0170973	Verizon Wireless	1,893.41
0170580	Aircraft Spruce & Specialty Co	1,852.77
0170619	CollegeSource Inc	1,842.00
0170974	Xerox Corp	1,841.04
0171010	Follett Higher Education Group Inc #1180	1,831.03
0170870	Apple Computer Inc	1,743.69
0170705	Sehi Computer Products Inc	1,735.41
0170714	Spicers Paper Inc	1,706.93

0170673	OC Dept of Education	1,663.25
0170670	Nextel Communications	1,655.50
0171081	Southern Calif Edison Co	1,623.43
0171082	State Board of Equalization	1,597.00
0171021	OCC Ancillary #1000-24750-6566	1,587.00
0170612	Aureliano Cervantes	1,573.97
0171164	Smith Pipe & Supply Inc	1,570.69
0170795	Office Depot	1,531.35
0170614	Chem Pro Laboratory Inc	1,528.00
0170988	Southern Calif Edison Co	1,508.27
0170666	Medical Billing Technologies Inc	1,500.00
0170719	TechRoom Inc	1,500.00
0171054	Amer Council on Education	1,444.00
0170964	HB Chamber of Commerce	1,395.00
0170658	Deanna Kirchen	1,357.97
0171049	Unum Ltc	1,355.90
0170726	tw telecom holdings Inc	1,330.07
0170737	David Whyte	1,311.00
0170845	System One Business Products Inc	1,295.00
0171171	Marie Vaughan	1,290.05
0170793	Microsoft Corp	1,289.00
0170794	MSC Industrial Supply Co	1,244.86
0170592	AT & T	1,220.98
0170763	CDWG	1,208.10
0171129	UPS Protection Inc	1,184.40
0170618	Coast Community College Dist	1,176.00
0170804	Southland Industries	1,163.00
0171036	Celtic Special Health Prod Div	1,152.80
0170601	Laura Behr	1,149.92
0171014	MailFinance Inc	1,148.06
0170749	CCCD Workers Comp Trust Fund	1,146.42
0171025	Omid Pourzanjani	1,136.05
0170992	The Gas Co	1,112.84
0170812	The Gas Co	1,105.55
0171100	AT & T	1,104.83
0170806	State Mediation & Conciliation Service	1,092.50
0170979	Daniels Tire Service	1,088.47
0170861	RC Construction Services Inc	1,065.00
0170779	Herff Jones - Cap & Gown Div	1,064.80
0170883	Dept of Justice	1,054.00
0170626	Ewing Consulting Services	1,050.00
0170661	Landauer Inc	1,024.88
0171023	OCC Student Health Center	1,020.00
0170915	Hue Pham	1,000.00
0171105	Cerritos Franchise Inc	1,000.00
0170811	Tangram	997.62
0170582	Alco Target Co	992.90
0170961	Beeson, Tayer & Bodine	985.85
0170976	CCCD Student Refunds	972.00

0170894	HB Magazine	960.00
0170735	Waxie Sanitary Supply	959.95
0170887	FARO Technologies Inc	950.00
0170723	Tremco Inc	948.75
0171170	Time Warner Cable	944.75
0170687	Phoenix Group Info Systems	938.03
0170767	Constellation NewEnergy Inc	926.84
0170657	Kelly Paper	923.94
0170970	State Mediation & Conciliation Service	920.00
0170911	Office Depot	918.07
0170616	Cintas First Aid & Safety	916.21
0170885	Employment Development Dept-EDD	915.90
0171138	CCCD Workers Comp Trust Fund	915.11
0170929	Verizon Wireless	914.26
0170789	Maria Mai	906.20
0170838	Marina Landscape Inc	895.00
0170788	Phuongan Le	892.33
0171069	Iron Mountain	888.33
0170930	Verizon Wireless	869.50
0170698	Refrigeration Supplies Distrib	864.40
0171132	Michael Warner	820.10
0170895	Home Depot	807.05
0170768	Barbara Cooper	792.15
0170596	Baker & Taylor	787.32
0170692	Promotions 4 U!	782.33
0171078	Robert Schneiderman	778.18
0171009	Rena Drake	771.71
0170889	Fry's Electronics	754.15
0171139	CCCD Workers Comp Trust Fund	750.81
0170904	Christopher Mefford	750.00
0171148	CI Business Equipment Inc	729.00
0170934	Waxie Sanitary Supply	725.44
0170750	Academic Senate	725.00
0170751	ACCT	725.00
0170787	Konica Minolta Business Solutions	723.96
0170839	Shana Menaker	700.00
0171013	Daniel Johnson	700.00
0170711	Smardan Supply Co-Orange Coast	699.97
0171068	Hewlett Packard	696.12
0170667	Mercedes Medical	694.42
0171019	Nat'l Assoc for Community College Entreprene	691.00
0170869	Amer Red Cross	688.00
0171166	Southern Calif Edison Co	687.69
0170921	Quick Caption	684.00
0171144	Airgas West Inc	664.31
0171108	Coast Community College Dist	661.00
0170656	Andrew Jones	660.03
0170927	Verizon California	651.30
0171113	MailFinance Inc	645.04

0170865	Anna Siu	634.73
0171044	Medco Health Solutions Inc	622.22
0170648	Home Depot	606.66
0170785	Int'l Business Machines Corp	602.50
0170802	Robert Schneiderman	600.00
0170978	Costa Mesa Chamber of Commerce	600.00
0170901	Frederick Lockwood	599.25
0171076	Riddell/All American Sports Corp	599.05
0170703	Scantron Corp	598.98
0170798	Provantage Corp	596.25
0171174	Xerox Corp	570.92
0170792	Fabienne McPhail Naples	562.04
0170655	Johnstone Supply	560.96
0171040	First Health	554.60
0170914	Vinta Oviatt	545.00
0170676	OCC Cafeteria #200-5245-0000	527.43
0170732	Ward's Natural Science	514.99
0170810	Calvin Tang	500.00
0170902	MAERB	500.00
0170977	CCIE	500.00
0171017	Fabienne McPhail Naples	500.00
0171063	Rendell Drew	500.00
0170937	Michelle Wild	498.20
0171015	Main Electric Supply Co	496.41
0170896	Jobelephant.com Inc	495.00
0171173	World-Wide Fire Inc	494.40
0171018	Monoprice Inc	485.55
0171095	Amer College Health Assn	477.00
0170886	Elena Enschn	474.74
0171123	State Industrial Products Corp	465.79
0170799	Public Economics Inc	453.26
0170906	Mesa Consolidated Water Dist	452.97
0170734	Ward's Natural Science	446.03
0170780	Hewlett Packard	444.20
0170613	Sarah Chang	434.56
0170659	Konica Minolta Business Solutions	426.17
0170938	Michelle Wild	419.50
0170729	Verizon Wireless	416.99
0170583	Allied Refrigeration Inc	415.72
0171127	Dejah Swingle	413.60
0171109	Coast Community College Dist	411.00
0171003	Campus Solutions	402.00
0170682	Oscar Ortiz	400.00
0170960	Baytek Engineering LLC	400.00
0171161	Deborah Orrill	400.00
0170594	Austin Hardwoods	399.04
0171031	Susan Bierlich	398.36
0170689	Pocket Nurse	398.00
0170809	T-Mobile USA	397.50

0170677	OCC Food Services	392.65
0170758	Automatic Boiler Co	380.00
0171115	OCLC Inc	378.33
0170630	Fitness Wholesale	376.24
0170832	David Dluzak	375.00
0170715	SPRI Products	372.42
0170730	VWR Int'l LLC	370.60
0170880	CDWG	367.69
0170633	Anthony Garcia	361.64
0171154	Home Depot	359.06
0170864	CCCD Workers Comp Trust Fund	353.60
0170972	United Parcel Service Inc	350.00
0170597	Barnes & Noble Inc	349.99
0170956	ActiveCare Inc	343.00
0170866	3M Clean Water Solutions	336.00
0170784	ID Card Technology Corp	335.55
0170740	Yale Chase Equipment & Services Inc	326.13
0170910	OCC Food Services	319.71
0170709	Shred Confidential Inc	315.00
0170581	Jesus Alcala	311.23
0170975	Brink's Inc	309.05
0171153	Home Depot	305.42
0171145	Bee Busters Inc	300.00
0170645	Herff Jones - Cap & Gown Div	295.96
0170899	Keyser, Norie	295.00
0170707	Shamrock Scientific Specialty Systems Inc	293.76
0170892	Grainger	291.82
0170706	Andreea Serban	290.60
0170835	Kathleen Franz	290.00
0170909	Newport-Mesa Unified Sch Dist	285.00
0171005	James Cline	284.49
0170833	Pamela Drennen	274.75
0170936	Michelle Wild	274.60
0170653	Iron Mountain	272.48
0170742	Susan Bierlich	270.72
0170766	Community College League of Calif	270.00
0170585	Apple Computer Inc	260.50
0170775	Go With Jo Travel	260.00
0170598	Battery Systems Inc	257.64
0170584	Anderson, Gregory	250.00
0170610	CCCD - SEOG	250.00
0170650	Anthony Iacopetti	250.00
0170718	Tacos & Co	250.00
0170967	Office Depot	247.93
0170644	Henry Schein Inc	247.81
0170808	Suburban Water Systems	240.82
0170577	Aardvark Clay Supply	240.00
0170957	Amer Red Cross	232.00
0170761	Treisa Cassens	230.00

0171079	Security Signal Devices	229.60
0170823	Xerox Corp	228.82
0170907	Mutual Liquid Gas & Equipment	226.72
0171012	Irvine Pipe & Supply	224.24
0170686	Pete's Road Service Inc	217.59
0170931	VWR Int'l LLC	217.32
0170991	The Gas Co	206.93
0170654	Jobelephant.com Inc	200.00
0170712	Smog & Gas of Costa Mesa	200.00
0170579	Accurate Termite & Pest Control	198.00
0171087	The Shredders	197.00
0170955	Accurate Termite & Pest Control	195.00
0170836	Go With Jo Travel	190.00
0170875	BJ Bindery Inc	189.23
0171065	Caleb Garcia	182.15
0170847	Verizon Wireless	180.39
0170638	Grainger	180.05
0170691	Omid Pourzanjani	176.60
0170693	Prudential Overall Supply Co	175.19
0170925	Strata Information Group	170.00
0170935	West Payment Center	169.17
0170820	West Payment Center	166.27
0171133	West Payment Center	166.25
0170999	Vision Service Plan	165.04
0171168	Storage Place	160.00
0171149	CR & R Inc	157.83
0171163	Hai Pham	154.29
0170982	Iron Mountain Records Mgmt	153.92
0170791	Karen Mclucas	150.30
0170600	Bee Busters Inc	150.00
0170924	Storage Place	150.00
0171001	Bee Busters Inc	150.00
0171111	Andrew Jones	150.00
0170830	Jashavant Brahmhatt	144.00
0170815	Verizon Wireless	143.54
0170801	Stephani Rogers	139.00
0170986	Security Signal Devices	139.00
0171150	Dell Higher Education	134.26
0170959	AT & T	133.95
0171032	Coast Community College District	131.90
0171167	Barbara Steck	130.39
0170637	GovConnection Inc	128.18
0170958	Amer Red Cross	128.00
0170843	Pocket Nurse	127.50
0170908	Newport Exterminating	127.50
0170985	OC School Boards Assn	125.00
0171067	Pedro Gutierrez	125.00
0170783	Hyatt Regency San Francisco Airport	123.33
0171089	Verizon California	120.85

0171157	McMaster-Carr	119.61
0170639	GWC Food Services	119.06
0170606	Hoai-Huong Bush	119.01
0170671	Jimmy Nguyen	118.95
0170941	Xerox Corp	113.92
0170586	Aramark Uniform Services	113.30
0170697	PSS World Medical Inc	111.68
0170643	Jerald Hein	111.64
0171112	Andrew Jones	110.00
0170781	Elaine Hill	108.00
0170782	Marie Hulett	108.00
0170605	Johns Bryan	107.35
0170615	Heather Chesney	107.35
0170623	Chastity Dutro	107.35
0170668	Catherine Mesenbrink	107.35
0170731	Donna Waldfoegel	107.35
0170818	Ward's Natural Science	107.35
0170932	Jocelyn Wang	102.90
0170928	Verizon California	101.62
0170771	Ewing Irrigation Products Inc	100.90
0170829	Barnes & Noble Inc	100.78
0170736	Stephen Whitson	100.59
0170722	Chau Tran	100.00
0171028	Smog & Gas of Costa Mesa	100.00
0171022	OCC Petty Cash	99.97
0171137	CCCD Workers Comp Trust Fund	98.20
0170805	Staples Advantage	94.45
0170969	Siemens Industry Inc	94.18
0170699	Regional Testing Center	90.00
0170898	Anna Katsuki	87.02
0170720	The Gas Co	86.76
0170664	Martin, Mary M.	85.90
0170867	Accurate Termite & Pest Control	85.00
0171052	ACBO	85.00
0171053	ACBO	85.00
0170926	Martha Tran-Nguyen	83.00
0171172	Verizon California	82.26
0170728	Verizon California	78.45
0170743	Stater Bros Markets	78.12
0170599	Lisa Becker	76.00
0170684	Mike Ottiger	76.00
0170738	Frank Woodard	76.00
0170678	Oce' Imagistics Inc	75.35
0170828	AT & T	73.47
0170873	AT & T	73.24
0171030	Martha Tran-Nguyen	69.56
0170642	Health Products For You	66.85
0171103	Eric Barocio	65.88
0170647	Home Depot	65.31

0170923	Springdale Ace Hardware	62.06
0171024	Norma Pollaro	61.27
0170778	Lorraine Henry	60.62
0170721	The Gas Co	58.71
0170989	Sandra Swaid	56.85
0170627	Ewing Irrigation Products Inc	55.79
0170755	AT & T	54.87
0170756	AT & T	54.87
0171110	Grainger	51.14
0170660	Tina Kosbab	50.17
0171080	Smog & Gas of Costa Mesa	50.00
0171165	Smog & Gas of Costa Mesa	50.00
0170819	Waxie Sanitary Supply	49.89
0171130	Verizon California	48.91
0170971	Stater Bros Markets	47.39
0170733	Ward's Natural Science	46.55
0170685	Pep Boys	46.12
0171152	Hitt Marking Devices Inc	45.23
0170983	Richard Kudlik	44.40
0171062	Mary Dang	42.90
0171116	Office Depot	42.66
0170965	Kunaal Kumar	41.36
0170980	Educause	40.00
0170681	Deborah Orrill	39.21
0170916	Pitney Bowes Presort Services Inc	38.95
0170753	AT & T	37.55
0170987	Sims-Orange Welding Supply Inc	36.53
0171159	Linda Newman	36.00
0170770	John Eriksen	35.52
0170993	Verizon California	35.10
0171050	Vision Service Plan	33.30
0171143	Vision Service Plan	33.30
0170587	Cristina Arellano	32.19
0171146	Calif Tool Welding Supply	31.50
0171008	Dina-Rae Dorado	30.86
0170891	Marcia Gordon	29.95
0170727	USA Mobility Inc	29.63
0170807	Kathy Strube	29.00
0171088	Verizon California	28.83
0170888	Federal Express Corp	28.07
0171151	Dunn-Edwards Corp	27.46
0170966	OCC Food Services	27.06
0170702	Colleen Rymas	25.83
0170759	Business Properties Partnership No 15	24.67
0170803	SoCal Office Technologies Inc	24.31
0171121	Colleen Rymas	22.83
0171155	Margaret Jones	22.48
0170741	Tracy Young	22.31
0171072	Prudential Overall Supply Co	22.21

0171073	Prudential Overall Supply Co	22.21
0171074	Prudential Overall Supply Co	22.21
0171075	Prudential Overall Supply Co	22.21
0170919	Prudential Overall Supply Co	21.96
0170920	Prudential Overall Supply Co	21.96
0171071	Prudential Overall Supply Co	21.96
0171119	Prudential Overall Supply Co	21.96
0171070	Prudential Overall Supply Co	20.93
0171120	Prudential Overall Supply Co	20.93
0170602	Daryl Betancur	19.88
0170903	Mayflower Distributing Co Inc	19.40
0170897	Margaret Jones	19.03
0170708	Shinoda Design Center Inc	18.86
0170725	Tustin Awards Inc	18.30
0170694	Prudential Overall Supply Co	17.73
0170695	Prudential Overall Supply Co	17.73
0170696	Prudential Overall Supply Co	17.73
0171085	The Gas Co	16.41
0170589	AT & T	15.91
0171096	AT & T	15.78
0170663	Mar Vac Electronics	15.57
0170841	MSC Industrial Supply Co	15.44
0171118	Deborah Orrill	15.40
0170872	AT & T	12.61
0171106	City of Newport Beach	12.50
0170593	AT & T	11.16
0170827	AT & T	11.16
0170871	Arrowhead Mountain Spring Water	10.54
0171097	AT & T	9.64
0170821	Xerox Corp	8.63
0170876	Calif Tool Welding Supply	8.60
0171011	Ganahl Lumber Co	3.89
0170816	Verizon Wireless	3.67
0170701	Patricia Russell	3.09
0170754	AT & T	1.67
0171099	AT & T	1.48
0170590	AT & T	0.72
0171098	AT & T	0.41
0170764	Chevron	0.10
Total		<u>\$ 8,994,835.56</u>

21. Check List for General Obligation Bond Fund

Subject 21.01 DIS - General Obligation Bond Fund
Meeting Aug 15, 2012 - Regular Meeting
Category 21. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[Check Approval Bond 08-15-12.pdf \(12 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0170946	CW Driver	73,686.00	420894
	CCC NBLC Construction Management Services		
0170745	UCMI Inc	30,520.00	420894
	CCC NBLC DSA Inspection Service		
0170851	Willdan Geotechnical	21,637.00	420894
0171090	Village Nurseries LP	10,369.76	420283
0170824	GCI Construction Inc	7,400.00	420292
0170948	Electro Systems Electric	6,585.00	420218
0170850	Smith Pipe & Supply Inc	5,304.98	420283
0170947	Doja Inc	5,205.00	420894
0170744	Normans Nursery Inc	3,857.63	420283
0170849	Sierra School Equipment Co	3,270.00	420218
0171033	Electro Systems Electric	3,250.00	420280
0170949	Village Nurseries LP	3,002.67	420283
0170825	Grainger	2,479.76	420207
0170942	Allana Buick Bers Inc	845.00	420894
0170945	C2 Reprographics	695.35	420202
0170943	C2 Reprographics	129.68	420894
0170944	C2 Reprographics	39.76	420202

Total

\$ 178,277.59

22. Authorization for Special Payments

Subject	22.01 OCC - Special Payments
Meeting	Aug 15, 2012 - Regular Meeting
Category	22. Authorization for Special Payments
Access	Public
Type	Consent

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

Payment of \$1180 for the annual accreditation fee for California Department of Public Health - Radiological health Branch, Sacramento, CA. Fee is required for the accreditation of the Program. To be paid from Consumer Health Science Division funds.

Payment of \$1200 for the annual accreditation fee for Joint Review Committee on Education in Diagnostic Medical Sonography. Fee is required for the accreditation of the Sonography Program. To be paid from Consumer Health Science Division funds.

DISCUSSION CALENDAR

(Green Pages)

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

23. Approval of Agreements

Subject	23.01 DIS - Approval of the Extension of Employment Agreement, Vice Chancellor of Human Resources
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approval of the Extension of Employment Agreement, Vice Chancellor of Human Resources

After review by General Counsel, it is recommended by the Chancellor that the Board approve the extension of Employment Agreement for the Vice Chancellor of Human Resources, effective July 1, 2012.

Compensation is indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #6)

File Attachments

[Executive Employment Agreement - Hirsh \(2012-2015\).doc \(44 KB\)](#)

Subject	23.02 DIS - Approval of the Extension of Employment Agreement, President, Coastline Community College
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approval of the Extension of Employment Agreement, President, Coastline Community College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the extension of Employment Agreement for the President of Coastline Community College, effective July 1, 2012. Compensation is indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

File Attachments

[Executive Employment Agreement - Adrian \(2012-2015\).doc \(45 KB\)](#)

Subject	23.03 DIS - Approval of the Extension of Employment Agreement, President, Golden West College
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approval of the Extension of Employment Agreement, President, Golden West College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the extension of Employment Agreement for the President of Golden West College, effective July 1, 2012. Compensation is indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #8)

File Attachments

[Executive Employment Agreement - Bryan \(2012-2015\).doc \(44 KB\)](#)

Subject	23.04 DIS - Approval of the Extension of Employment Agreement, Vice Chancellor of Finance and Administrative Services
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approval of the Extension of Employment Agreement, Vice Chancellor of Finance and Administrative Services

After review by General Counsel, it is recommended by the Chancellor that the Board approve the extension of Employment Agreement for the Vice Chancellor of Finance and Administrative Services, effective July 1, 2012. Compensation is indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #9)

File Attachments

[Executive Employment Agreement - Dunn \(2012-2015\).doc \(45 KB\)](#)

Subject	23.05 DIS - Approval of the Extension of Employment Agreement, President, Orange Coast College
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approval of the Extension of Employment Agreement, President, Orange Coast College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the extension of Employment Agreement for the President of Orange Coast College, effective July 1, 2012. Compensation is indicated in the attached Employment Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #10)

File Attachments

[Executive Employment Agreement - Harkins \(2012-2015\).doc \(45 KB\)](#)

Subject **23.06 GWC - Approve Non-Standard Agreement between California State University Long Beach and the Coast Community College District for Placement of Social Work Interns in the Golden West College Student Health Center to Provide Services to GWC Students.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between California State University Long Beach and the Coast Community College District for Placement of Social Work Interns in the GWC Student Health Center to Provide Services to GWC Students.

1. Background Information: California State University, Long Beach, has a social work graduate program that is accredited and of good reputation. The graduate students work as unpaid interns during their program, providing social work services throughout the local area. Many Golden West College students need various social services, as well as advice and referrals to social service agencies in the community. The GWC Student Health Center has a staff member who is a licensed clinical social worker and faculty member at CSULB School of Social Work, who is able and willing to provide supervision to the graduate student interns from CSULB Department of Social Work. This affiliation agreement will be mutually beneficial to both agencies, as well as the social work graduate students and the GWC students who will be served by this program.

2. Goal/Purpose: This program will partially meet the needs of the GWC student body for social services, while providing a high quality field work experience for the CSILB graduate students in Social Work.

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 California State University Long Beach and the Coast Community College District for placing graduate student social work interns in the GWC Student Health Center to provide social services to GWC students, from August 16, 2012 through October 31, 2015. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See CSULB Field Placement Agreement, Attachment #11)

5. Fiscal Impact: No cost to the college.

File Attachments

[CSULB Field Placement Agreement.pdf \(1.048 KB\)](#)

Subject **23.07 GWC - Approve Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Participation in the Medi-Cal Administrative Activities (MAA) Program.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Orange County Department of Education and the Coast Community College District for Participation in the Medi-Cal Administrative Activities (MAA) Program.

1. Background Information: This program will assist Golden West College (GWC) to access a source of revenue through the MAA program, which provides reimbursement for many of the services that fall within the current duties of various departments at GWC. Once the GWC Student Health Center has become familiar with this program, other departments that provide eligible services will be invited to join the program. 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 GWC under the Medi-Cal Administrative Activities (MAA) Program.

2. Goal/Purpose: Participating in the MAA program will help GWC students access needed health services and will provide reimbursement/revenue to the GWC Health Center for their efforts in helping students access health care.

3. Comments (if any): None.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Orange County Department of Education and the Coast Community College District for participation in the MAA program, from August 16, 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 OCDE Agreement, Attachment #12)

5. Fiscal Impact: 4.5% support fee to be paid from Student Health Services funds.

File Attachments

[OCDE Agreement.pdf \(564 KB\)](#)

Subject **23.08 GWC - Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for Legal Update Training of California Law.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Amendment to Non-Standard Agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for Legal Update Training of California Law.

1. Background Information: GWC provides post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today (CLT)* monthly series; provides design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provides additional video segment production services on case decision and legal update subject matter. This amendment is to increase and amend production of videotaped training segments, which will bring an additional \$12,500 on income to the college.

2. Goal/Purpose: Funding to provide for all production costs and reimburse GWC for facilities, supplies, and staff costs to produce monthly law enforcement training distributed statewide via DVD and web. These programs are utilized at the GWC Criminal Justice Training 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 amendment to the agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for legal update training of California law, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the amendment and any related documents, indicating approval by the Board of Trustees. (See POST Amendment 2012, Attachment #13)

5. Fiscal Impact: Additional \$12,500 of income to the college.

File Attachments

[POST Amendment 2012.pdf \(174 KB\)](#)

Subject **23.09 OCC - Approve Non-Standard Agreement between Orange Coast College and RideLinks, Inc. for the Purpose of Buying Mobile Source Emission Reduction Credits to Comply with South Coast Air Quality Management District Rule 2202.**

Meeting **Aug 15, 2012 - Regular Meeting**

Category **23. Approval of Agreements**

Access **Public**

Type **Discussion**

Approve Non-Standard Agreement between Orange Coast College and RideLinks, Inc. for the Purpose of Buying Mobile Source Emission Reduction Credits to Comply with South Coast Air Quality Management District Rule 2202.

Background: Orange Coast College and the Coast Community College District are long-time participants in the SCAQMD Rideshare Program. While our participation in the program is mandated by the state, any incentives provided to participants are the responsibility of the District and are budgeted from general funding. Budgeting for this program without state support has been increasing challenging for the District during these difficult times. Unfortunately, the District is no longer in a financial position to continue to offer incentives to Rideshare participants. By buying the emission credits, the District will be able to save approximately \$40,000 from the General Fund.

Goal/Purpose: To comply with South Coast Air Quality Management District Rule 2202.

Comments: Reviewed by Risk Services and District General Counsel.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between RideLinks, Inc. and the Coast Community College District for the purpose of buying Mobile Source Emission Reduction Credits to comply with South Coast Air Quality Management District Rule 2202. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #14)

Fiscal Impact: District to fund \$11,241.09 from Ride Share Budget # 110001-279910-1497-677000 and 110001-279910-2397-677000.

File Attachments

[Ridelinks ERS Agreement July 2012.pdf \(35 KB\)](#)

Subject **23.10 OCC - Approve Non-Standard Agreement for Lance Segars, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the Orange Coast College Student Health Center: Alcohol Prevention Services On Community College Campuses.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement for Lance Segars, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the OCC Student Health Center: Alcohol Prevention Services on Community College Campuses.

Background: This contract is required by Orange County Health Care Agency when a grantee hires a subcontractor to perform some of the grant scope of work, in addition to the Coast District paperwork. These services will commence upon complete execution of the contract in August, 2012 through June 30, 2013

Goal/Purpose: OCC is required by the grant contract to ensure that the grant project is appropriately evaluated throughout the contract period of the county-funded grant named above.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Lance Segars and the Coast Community College District for the purpose of providing evaluation services for the Alcohol Prevention Services Grant through the Orange Coast College Student Health Center. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #15)

Fiscal Impact: This contract is to be paid through the Orange County Health Care Agency grant awarded to the OCC Student Health Center: Alcohol Prevention Services On Community College Campuses. There is no use of district funds. The amount of payment is \$8,000.

File Attachments

[lance SHC.PDF \(259 KB\)](#)

Subject 23.11 OCC - Approve Non-Standard Agreement between the University of California, Irvine Department of Campus Recreation and the Outdoor Adventures Program and the Coast Community College District for the Purpose of Providing an Opportunity for Associated Students of Orange Coast College Student Leaders to Participate in the Team Up! Program.

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between the University of California, Irvine Department of Campus Recreation and the Outdoor Adventures Program and the Coast Community College District for the Purpose of Providing an Opportunity for Associated Students of Orange Coast College Student Leaders to Participate in the Team Up! Program.

Background: ASOCC student leaders have been participating in the UCI Team Up! Program for the past five years. It is a high ropes course that provides students with the opportunity to participate in teambuilding exercises. It is an integral component of the ASOCC new student leader training week.

Goal/Purpose: ASOCC student leaders will learn to communicate, problem solve, and work as a team to meet challenges. This experience will lay the foundation for a strong student government team for the upcoming 2012 – 2013 term.

Comments: Reviewed by Risk Services and District General Counsel.

Recommendation Statement: After review by Risk Services and District General Counsel, it is recommended that the Board approves the Agreement between University of California, Irvine Department of Campus Recreation and the Outdoor Adventures program (Team Up!) and the Coast Community College District for the purpose of providing a teambuilding program for Associated Students of Orange Coast College students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #16)

Fiscal Impact: Orange Coast College to fund \$2,925 from ASOCC Budget # 1050-586270

File Attachments

[UCI Reservation Agreement occ.doc \(84 KB\)](#)

Subject **23.12 OCC - Approve Non-Standard Agreement for Richard McGaffigan, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the Orange Coast College Student Health Center: Alcohol Prevention Services On Community College Campuses.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement for Richard McGaffigan, Independent Contractor, to be Hired to Provide Evaluation Services to the Orange County Health Care Agency Grant Awarded to the OCC Student Health Center: Alcohol Prevention Services On Community College Campuses.

Background: This contract is required by Orange County Health Care Agency when a grantee hires a subcontractor to perform some of the grant scope of work, in addition to the Coast District paperwork. These services will commence upon complete execution of the contract in August, 2012 through June 30, 2013

Goal/Purpose: Orange Coast College (OCC) is required by the grant contract to ensure that the grant project is appropriately evaluated throughout the contract period of the county-funded grant named above.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Richard McGaffigan and the Coast Community College District for the purpose of providing evaluation services for the Alcohol Prevention Services Grant through the Orange Coast College Student Health Center. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #17)

Fiscal Impact: This contract is to be paid through the Orange County Health Care Agency grant awarded to the OCC Student Health Center: Alcohol Prevention Services On Community College Campuses. There is no use of district funds. The amount of payment is \$12,000.

File Attachments

[richard - shc.PDF \(285 KB\)](#)

Subject	23.13 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fifth Edition of the Telecourse Student Guide for Astronomy: Observations and Theories.
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fifth Edition of the Telecourse Student Guide for Astronomy: Observations and Theories.

1. Background: Cengage Learning wishes to publish the fifth edition of the student guide to accompany the course, Astronomy: Observations and Theories, produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the fifth edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board of Trustees on 2/5/04.

2. Goal/Purpose: To revise the current Student Guide for Astronomy: Observations and Theories to accompany the thirteenth edition of the text entitled Horizons, by Michael Seeds and Dana Backman.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the fifth edition of the Student Guide for Astronomy: Observations and Theories according to the Agreement. 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 Cengage Learning Attachment #18)

5. Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

File Attachments

[Cengage.pdf \(18 KB\)](#)

Subject **23.14 CCC - Approve Agreement between The Eduwin Consulting Partners and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling, and Instruction.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between The Eduwin Consulting Partners 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 The Eduwin Consulting Partners 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. For each Educational Partner identified subsequent to the approval of this Agreement, a Program Services Proposal (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 The Eduwin Consulting Partners and the Coast Community College District (Coastline Community College) 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 Eduwin Consulting Attachment #19)

5. Fiscal Review and Impact: Gross income to District based on costs identified in the Program Services Proposal.

File Attachments

[Eduwin Consulting.pdf \(108 KB\)](#)

Subject	23.15 CCC - Approve Subgrant Agreement between the League for Innovation in the Community College and the Coast Community College District to Develop a Pilot Online Learning Model for a 1+2+1 Partner Articulation and Concurrent Enrollment Degree Program.
Meeting	Aug 15, 2012 - Regular Meeting
Category	23. Approval of Agreements
Access	Public
Type	Discussion

Approve Subgrant Agreement between the League for Innovation in the Community College and the Coast Community College District to Develop a Pilot Online Learning Model for a 1+2+1 Partner Articulation and Concurrent Enrollment Degree Program.

1. Background: The Learning First Program is a contract education joint venture/partnership involving the League for Innovation in the Community College ("League" and joint venture facilitator), Coastline Community College (CCC), University of Massachusetts Online (UMassOnline), Pennsylvania State University (Penn State World Campus) and the University of Illinois Springfield. The program will incorporate a unique 1+2+1 partner articulation and concurrent enrollment model, decreasing the amount of time and cost required for students to earn a bachelor's degree and will utilize a fixed cost, fee-based contract education model. CCC will offer the first year, lower division courses, students will be dual-enrolled with their university of choice during the second and third years, and complete their fourth year as a full-time student with their chosen university. The planning phase (June-November 2012) and pilot phase (November 2012-November 2013) of this program have been funded by the Bill & Melinda Gates Foundation. The joint venture is the result of over a year's work involving the League, the partner universities, and CCC. The Agreement outlines the responsibilities of both partners.

2. Goal/Purpose: Increase access to affordable, online higher education and reduce time to degree through program articulation and collaboration among partners in support and instructional services; generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the League for Innovation in the Community College and the Coast Community College District to develop a Pilot On-line Learning Model for a 1+2+1 partner articulation and concurrent enrollment degree program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Learning First Joint Venture Partnership Attachment #20)

5. Fiscal Review and Impact: Gross Income of \$65,900 through a sub-grant from the League of Innovation in the Community College.

File Attachments

[Learning First Joint Venture Partnership.pdf \(107 KB\)](#)

Subject **23.16 CCC - Approve Memorandum of Understanding (MOU) between the Employment Development Department (EDD) and Coast Community College District in Providing Reemployment Eligibility Assessments – Emergency Unemployment Compensation (REA – EUC) and Specific Related Services to Selected Unemployment Insurance (UI) Claimants.**

Meeting Aug 15, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Memorandum of Understanding (MOU) between the Employment Development Department (EDD) and Coast Community College District in Providing Reemployment Eligibility Assessments – Emergency Unemployment Compensation (REA – EUC) and Specific Related Services to Selected Unemployment Insurance (UI) Claimants.

1. Background: The MOU is a cooperative agreement with EDD, a mandated partner, to support the objectives outlined in the Training and Employment Guidance Letter (TEGL) No. 20-11, Reemployment Services, and Reemployment and Eligibility Assessment Activities for Recipients of Emergency Unemployment Compensation. California operates the REA–EUC program in the Orange County One-Stop Centers (Westminster and Irvine locations), operated by Coast Community College District and has fully integrated the program with the Workforce Investment Act funded services. The Orange County One-Stop Center(s) will coordinate with EDD for reemployment services, above minimal service, to include referrals, access to self-service core services, registration with CalJOBS and that claimants have access to the full array of services available while also ensuring compliance with Unemployed Insurance (UI) requirements.

2. Goal/Purpose: EDD and the Orange County One-Stop Center(s) will coordinate reemployment services and specific related services to selected Unemployment Insurance (UI) claimants to support the vision for California as outlined. The goal is to assist UI REA-EUC claimants to return to suitable employment.

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 MOU between the Employment Development Department (EDD) and Coast Community College District to provide Reemployment Eligibility Assessments – Emergency Unemployment Compensation (REA – EUC) and specific related services to selected Unemployment Insurance (UI) claimants. The MOU outlines the responsibilities of both partners and all of the objectives to be met. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See REA MOU Attachment #21)

5. Fiscal Review and Impact: No fiscal impact as existing staff will support these efforts.

File Attachments

[REA MOU.pdf \(73 KB\)](#)

24. General Items of Business

Subject	24.01 DIS - Authorization to Contract with Tangram Business Interiors, Inc. for Orange Coast College for Fixtures and Furnishing for the Architectural Classrooms using the California State University Contract 11Z03183 for Contract Pricing.
Meeting	Aug 15, 2012 - Regular Meeting
Category	24. General Items of Business
Access	Public
Type	Discussion

Authorization to Contract with Tangram Business Interiors, Inc. for Orange Coast College for Fixtures and Furnishing for the Architectural Classrooms using the California State University Contract 11Z03183 for Contract Pricing.

1. Background:

The CSU contract was awarded to Steelcase Inc. and its authorized dealers (Tangram Business Interiors) to provide panel systems, workstations, seating, case goods, filing, storage and ancillary products for offices, conference rooms, training rooms, cafeterias and lobbies and design, project management, technical design and installation services. Utilizing the California State University contract will enable the District to realize cost savings through the volume pricing provided through this contract that the District would otherwise be unable to achieve.

Public Contract Code 20652 provides authority for the governing board of any community college district without advertising for bids, the use of other Public Agencies' contract for lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

Funding for this purchase was approved on July 18, 2012 under the Perkins VTEA grant funds.

2. Goal/Purpose:

To upgrade three (3) Architecture classrooms with video conferencing capability, collaborative work media hubs and associated furnishings.

3. Comments:

The California State University Office of the Chancellor, by the granting of this contract, has determined that the proposed prices for products and services are fair, reasonable, and competitive.

4. Recommendation Statement:

After review by the Vice Chancellor of Administrative Services, President of Orange Coast College, and the Purchasing and Accounts Payable Manager, it is recommended by the Chancellor that authorization be given to use Tangram Business Interiors, Inc. for the procurement and installation, utilizing the CSU contract pricing, of furniture and fixtures for the Architectural Classrooms at Orange Coast College. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$150,633.00 (Perkins Grant Funds)

Subject **24.02 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services**

Meeting **Aug 15, 2012 - Regular Meeting**

Category **24. General Items of Business**

Access **Public**

Type **Discussion**

Approval of Contractors for FY 2012-2013 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 2012-2013. 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.

File Attachments

[2012-2013 Vendor Board Approval Item 7-18-12 .pdf \(273 KB\)](#)

Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services

A-1 Fence Company
2831 E La Cresta Avenue
Anaheim CA 92806

ABC Window Cleaning
18541 San Antonio Street
Fountain Valley CA 92708

Accent Awnings Inc.
1600 E St. Gertrude Place
Santa Ana CA 92705-5312

Universal Networks
PO Box 2663
Canyon Country CA 91386

Accessorie Air Compressor
1858 N Case St
Orange CA 92865

Accurate Termite Control
13865 Alton Parkway Suite B
Irvine CA 92618

Action Awnings Inc
1773 W. Lincoln Avenue Suite B
Anaheim CA 92801

Action Door Repair
5420 Malabar Street
Huntington Park CA 90255

Aerocoach Transportation LLC
13438 Aspen Grove Road
Corona CA 92880

Agriserve Pest Control
9456 Schaffer Ave
Ontario CA 91761

Air Cleaning Technology
411 Rowland Avenue
Santa Ana CA 92707

Air Gas Testing and Consulting
1582 Parkway Loop Suite G
Tustin CA 92780

Andrews AMSW Inc.
3154 E La Palma Unit C
Anaheim CA 92806

Air Rental Inc
12214 Lakewood Blvd
Downey CA 90242

ALD Security
355 N. Sheridan #113
Corona CA 92880

Alexander's Moving and Storage
2610 S Birch St
Santa Ana CA 92707

Alexander's Mobility Services
2942 Don Avenue
Tustin CA 92780

All American Asphalt
PO Box 2220
Corona CA 92878

All Area Plumbing
1560 W Industrial Park Street
Covina CA 91722

Allscape
6765 Westminster Blvd C-142
Westminster CA 92683

Amberwick Corporation
2304 West 16th Street
Long Beach CA 90813

America West Landscape
15086 La Palma Dr
Chino CA 91710-9559

American Air Balance Company
4721 E. Hunter Avenue
Anaheim CA 92807

American City Pest Control
614 W 184th St.
Gardena CA 20248

American Commissioning Group
4721 Hunter Avenue
Anaheim CA 92807

American Geotechnical Inc.
22725 Old Canal Road
Yorba Linda CA 92887

Ammco Maintenance
10812 Los Alamitos Blvd
Los Alamitos CA 90720

Amtech Elevator Services
1550 S Sunkist Street Suite A
Anaheim CA 92806

Amtek Construction
11923 Rivera Road
Santa Fe Springs CA 90670

Andtech Corp.
12908 Haster Street
Garden Grove CA 92840

Sitmatic
1800 Raymer Avenue
Fullerton CA 92833

Antimite Termite and Pest Control
5867 Pine Ave
Chino Hills CA 91709

Arbor E & T LLC
9901 Linn Station Road
Louisville KY 40223

Architectural Design and Signs
2950 Palisades Drive
Corona CA 92880

Schea Holdings Inc.
9812 Independence Avenue
Chatsworth CA 91311

ASC Electric Inc.
2221 E Winston Road Suite N
Anaheim CA 92806

Associated Soils Engineering Inc
2860 Walnut Avenue
Signal Hill CA 90755

Athena Engineering
446 Borrego Court
San Dimas CA 91773

Atlas-Allied Inc.
1210 N Las Braises
Anaheim CA 92806

Audio Visual Innovatons
11095 Knott Avenue Suite E
Cypress CA 90630

Quality Aire
7245 Garden Grove Blvd Suite G
Garden Grove CA 92841

Automatic Boiler Inc.
2025 W Commonwealth Ave
Fullerton CA 92833

Besam Entrance Solutions
14808 Central Avenue
Chino CA 91709

B & B Service
9718 Las Tunas Dr
Temple City CA 91780

B & P Services
771 Newton Way
Costa Mesa CA 92627

Bat Jac Glass Co.
3605 W 1st Street
Santa Ana CA 92703

Baytek Engineering
PO Box 58011
Sherman Oaks CA 91413

Beach Paving
748 N Poplar
Orange CA 92868

Beachwood Construction
143 E. 21st Street # A
Costa Mesa CA 92627

BEC Electric Inc.
419 Main Street # 217
Huntington Beach CA 92648

Bee Busters
PO Box 51
Laguna Beach CA 92652

Beeman Pest Control
25652 Taladro Circle # G
Mission Viejo CA 92691

Bekins Moving Solutions
6300 Valley View Street
Buena Park CA 90620

Best Contracting Services
19027 South Hamilton Avenue
Gardena CA 90248

Bithell Inc
1004 E Edna Place
Covina CA 91724

Bligh Roof Co. Inc.
11043 Forest Place
Santa Fe Springs CA 90670

Blinn and Young
645 W 17th St
Costa Mesa CA 92627

Bob's Shade and Linoleum
208 E Chapman Ave
Orange CA 92866

Bostick Company
2870 East La Cresta Ave
Anaheim CA 92806

Briggs Electric Inc.
14381 Franklin Avenue
Tustin CA 92780

Cabinets Plus
1782 Langley Avenue
Irvine CA 92614

Cable Masters
2281 W 205th Street # 101
Torrance CA 90501

Cabral Roofing
815 W Olympic Blvd
Montebello CA 90640

Cal Louis Construction
1782 Pitcarin
Costa Mesa CA 92626

ASI Modulex
5849 Uplander Way
Culver City CA 90230

Caliber Paving Company
673 Young Street
Santa Ana CA 92705

California Boring
770 N. Eckhoff
Orange CA 92868

California Commercial Lighting
1375 N Brasher
Anaheim CA 92807

California Environmental Care
PO Box 29
Anaheim CA 92815

California Hazardous Services Inc
3132 W Adams St
Santa Ana CA 92704

California Surfacing
4457 Oak Lane
Claremont CA 91711

California Technical Canvas
2814 University Avenue
San Diego Ca 92104

Campos Custom Concrete
32423 Santa Clarita Street
Acton Ca 93510

Candlelight Draperies
14 Bethany
Laguna Niguel CA 92677

Carrier Corporation
One Carrier Place
Farmington CA 06034

Castagna Awnings
1805 Florida Street
Huntington Beach CA 92648

Castle Electric
3303 Harbor Blvd Unit B-5
Costa Mesa CA 92626

CCS Enterprises
2271 N. Batavia Street
Orange CA 92865

Chambers Group Inc.
27671 Cowan Avenue Suite 100
Irvine CA 926140

Chaney Company
25510 Stanford Ave #103
Valencia CA 91355

Chipman Relocation
2250 S Yale Street Bldg B
Santa Ana CA 92704

Chromate Products
100 Davinci Drive
Bohemia NY 11716

CI Services
26861 Trabuco Road #353
Mission Viejo CA 92691

Cibola Systems Corporation
1118 East 17th Street
Santa Ana CA 92701

City Lift Building Services
16 Blackhawk
Coto de Caza CA 92679

Clear Sign and Design
170 Navajo Street
San Marcos CA 92069

Climatec Building Technologies
18002 Cowan
Irvine CA 92614

CLS Landscape Management
4711 Schaefer Avenue
Chino CA 91710

Cluck Air Conditioning and Heating
1401 E Highland Avenue
San Bernardino CA 92404

Coast Construction
18030 BROOKHURST ST #572
Fountain Valley CA 92708

Collins Company
5470 Daniels St
Chino CA 91710

Commercial Door of O.C.
1770 S. Boyd Street
Santa Ana CA 92705

Concrete Coring Company of LA
14005 Orange Avenue
Paramount CA 90723

Concrete Creations Coatings Inc.
2575 Elden Avenue #F
Costa Mesa CA 92627

Concrete Cutting International
20963 S Lamberton
Long Beach CA 90810

Conditioned Air Technicians
2650 Walnut Avenue Suite A
Tustin CA 92780

Conley's Manufacturing
4344 Mission Avenue
Montclair CA 91763

Continental Painting
20142 State Road
Cerritos CA 90703

Control Works Inc.
13791 Roswell Avenue E
Chino CA 91710

Corporate Relocation Services
224 E Meats
Orange CA 92865

CR And R
11292 Western Avenue
Stanton CA 90680

Crack Patcher Inc.
18032 C Lemon Drive
Yorba Linda CA 92886

Crown Fence Co.
12118 Bloomfield Avenue
Santa Fe Springs CA 90670

CSI Surveillance Systems
192 Technology Drive # V
Irvine CA 92618

CSL Enterprises
405 SOUTH POPLAR AVENUE
Brea CA 92821

Culver Group Inc
12387 Lewis St Suite 201
Garden Grove CA 92840

Custom Building Maintenance
13210 Harbor Blvd #219
Garden Grove CA 92643

Dakota Backflow
PO Box 2643
Rancho Cucamonga

Data Cable Systems Inc
1929 South Myrtle Ave
Monrovia CA 91016

Data Clean Corporation
740 E Debra Lane
Anaheim CA 92805

Day-Light Maintenance
275 South Lewis Street
Orange CA 92868

De Jong Air Conditioning and Heating
23498 Sandstone
Mission Viejo CA 92692

Dennison Electric
10855 Portal Drive
Los Alamitos CA 90720

Diamond Construction and Design
201 Clark Avenue
Pomona CA 91767

Digital Energy Inc
128 Auburn Court Suite 106
Westlake Village CA 91362

Digital Networks Group
100 Columbia #100
Aliso Viejo CA 92656

Diversified Window Coverings
8410 Juniper Creek Lane
San Diego CA 92126

Dunkel Bros Moving
14500 Firestone Blvd
La Mirada CA 90638

Edwards Service
500 Cypress Creek Road Suite 650
Ft. Lauderdale FL 33309

EJ Enterprises
2801 Saturn ST #B
Brea CA 92821

Electro Systems Electric
16932 Gothard St Unit I
Huntington Beach CA 92647

Electrolurgy Manufacturing Inc.
1801 Newport Circle
Santa Ana CA 92705

Elite Construction Equipment
431 W Chestnut
Monrovia CA 91016

Embee Technologies
16592 Millikan Ave
Irvine CA 92606

Essel Technology Services
414 Pendleton Way # 3
Oakland CA 94621

Excel Door and Gate
PO Box 4924
Riverside CA 92514

Exclusive Construction
402 N Westridge Avenue
Glendora CA 91741

Executive Lighting Services
1141 North Cosby Way Suite A
Anaheim CA 92806

Fineline Electric
1183 N Patt Street
Anaheim CA 92801

First Fire Systems
5947 Burchard Avenue Suite 200
Los Angeles CA 90034

Flat and Vertical Inc.
7342 Walnut Avenue
Buena Park CA 90620

Floor Technology Group
2184 N Batavia Street
Orange CA 92865

FM Thomas Air Conditioning
231 Gemini
Brea CA 92821

Focus Rack Systems
3260 N M-43
Hastings MI 49058

Fore Engineering Constructors
15461 Red Hill Ave Suite E
Tustin CA 92780

Freehand Sign Company
711 W 17th Suite H-2
Costa Mesa CA 92627

Gaff Group Inc.
1692 N Batacia St. Suite 2
Orange CA 92867

Garrett Concrete Coring
14923 Telephone Avenue.
Chino CA

Geocon Inland Empire Inc.
6960 Flanders Drive
San Diego CA 92121

Global Geo-Engineering
2712 Dow Avenue
Tustin CA 92780

Great Western Termite Control
10946 Elliot St
El Monte CA 91732

Guardian Power Protection
1052 N Tustin Avenue
Anaheim CA 92807

Hadley Towing and Collision Center
11819 E Hadley Street
Whittier CA 90601

Hall and Foreman
420 Echange Suite 100
Irvine CA 92602

Hayward Baker Inc
1780 Lemonwood Drive
Santa Paula CA 93060

HPL Mechanical
1041 Logan Street
Santa Ana CA 92701

Independent Electric Supply
PO Box 1263
San Carlos CA 94070

Interior Resources Inc
1761 Reynolds Avenue
Irvine CA

J & G Industries
18627 Brookhurst St #302
Fountain Valley CA 92708

JA Williams Inc.
6431 E Pheasant Lane
Orange CA 92869

John Clarke and Associates
1607 E Edinger Avenue Suite D
Santa Ana CA 92705

JRP Services
27972 Forbes Rd Suite F
Laguna Niguel CA 92677

Kerry Contractors Inc
5862 Bolsa Ave Suite 108
Huntington Beach CA 92649

Knorr Systems Inc.
2221 Standard Avenue
Santa Ana CA 92707

Hoffman Video Systems
1049 Flower St
Glendale CA 91221

Huffman West Construction
27071 Aliso Creek Road Suite 225
Aliso Viejo CA 92656

Inland Empire Architectural Specialties
783 Palmyrita Avenue Suite B
Riverside CA 92505-1817

Interpipe Contracting Inc.
19870 Hartley Road
Santee CA 92071

J. Miller Canvas
2429 S Birch Street
Santa Ana CA 92707

JB Innovations
4933 Maplewood Avenue
Los Angeles CA 90004

John Hignite
9945 Arkansas St
Bellflower CA 90706

JSB Engineering
17901 Skye Lane
Huntington Beach CA 92646

Keystone Engineering Solutions
9550 Research Dr.
Irvine CA 92618

Koury Engineering and Testing
17800 S Main St Suite 303
Gardena CA 90248

Honeywell International
101 Columbia Road
Morris Town NJ 07962

Identification and Security
Integrators
5850 Elba Place
Woodland Hills CA 91367

Integrated Design Services
1 Peters Canyon Road Unit 140
Irvine CA 92606

Intratek Computer Inc
5431 Industrial Drive
Huntington Beach CA 92649

J.R. Universal Construction
1045 N HUDSON AVENUE
LOS ANGELES CA 90038

JL Blakkolb & Associates
700 E. Redlands Blvd #U-333
Redlands CA 92373

John's Forklift Service Inc
10900 Chestnut Avenue
Stanton CA 90680

Judge Netting Inc.
427 E. 17th Street Suite 489
Costa Mesa CA

King Office Services
13535 Larwin Circle
Santa Fe Springs CA 90670

La Habra Fence Co.
541 So Harbor Blvd
La Habra CA 90631

Landscape Inter-Cal Construction
1240 Hunter Street
Santa Ana CA 92705

Leonard Chaidez Inc.
PO Box 29
Anaheim CA 92815

Lopez Works Inc
21195 Prairie View Lane
Trabuco Canyon CA 92679

Lubrication Engineers Inc.
300 Bailey Avenue
Fort Worth TX 76107

LVH Electric
300 Irving Drive
Oxnard CA 93031

Manley's Boiler Repair
7931 Whitaker Street
Buena Park CA 90621

Marathon Business Solutions Inc.
17895 Sky Park Circle
Irvine CA 92614

Marcor Remediation
16027 Carmenita Road
Cerritos CA 90703-2208

Marina Landscape Inc.
1900 S. Lewis Street
Anaheim CA 92805

MB Herzog Electric
15709 Illinois Avenue
Paramount CA 90723

MC CONSTRUCTION
7451 Warner Avenue
Huntington Beach CA 92647

Mel and Al Landscaping
13292 Cedar St
Westminster CA 92683

Metalclad Insulation Corp
1818 East Rosslynn Avenue
Fullerton CA 92831

Metropro Road Services
2550 S Garnsey St
Santa Ana CA 92707

Mike McMahan Desk Inc
8645 Research Dr
Irvine CA 92718

Miller Environmental
2210 South DuPont
Anaheim CA 92806

Minuteman Industries Inc.
P.O. Box 4963
Garden Grove CA 9842

Model Glass and Mirror
1635 Superior Avenue #1
Costa Mesa CA 92627

Modern Tree Service Inc.
26431 Calle Lucana
San Juan Capistrano CA 92675

Montgomery Hardware
8777 Lanyard Ct.
Rancho Cucamonga CA 91730

MS ROUSE COMPANY
1611 KONA DRIVE
RANCHO DOMINGUEZ CA 90220

MT Walker Company
10541 Chestnut Avenue
Stanton CA 90680

Multi Zone HVAC
513 Sonora Avenue
Glendale CA 91201

National Sign & Marketing Corp
13580 5th Street
Chino CA 91710

Newport Exterminating
16661 Milikan Avenue
Irvine CA 92606-5028

Northcott Williams Painting
PO Box 9693
Laguna Beach CA 92652

NuAge Development
3940 Prospect Avenue Suite A
Yorba Linda CA 92686

Nugent Painting Inc.
9905 Newcomb Avenue
Whittier CA 90603

Ocean Protection Technologies
201 Clark Avenue
Pomona CA

O'Connor Construction Mgt
8851 Research Dr
Irvine CA 92618

Odyssey Power Corporation
625 N. Sheppard Street
Anaheim CA 92806

Office Furniture Group Inc.
18400 Von Karmon #110
Irvine CA 92612

Oliver Mahon Asphalt
182 Wells Place
Osta Mwsa CA 92627

Omron Management Center
One Commerce Drive
Schamburg IL 60173

Ontario Refrigeration
635 South Mountain Ave
Ontario CA 91762

Optima Network Services
4590 Eucalyptus Ave Unit C
Chino CA 91710

Orange County Fire Protection
137 W Bristol Lane
Orange CA 92865

Orkin Inc.
2170 Piedmont Road NE
Atlanta GA 30324

Pacific Blue Micro
16800 Aston Street #175
Irvine CA 92608

Pacific Energy and Light
149 Via Trevizio
Corona CA 92879

Pacific Floor Company Inc
9300 Oso Avenue
Chatsworth CA 91311

Pacific National Group
2392 S Bateman Avenue
Irwindale CA 91010

Pacific Office Interiors
5034 Derry Avenue
Agoura Hills CA 91301

Pacific Utility Installation
149 Via Trevizio
Corona CA 92879

Penhall Company
1801 Penhall Way
Anaheim CA 92801

Penn Air Group
5941 Lakeshore Drive
Cypress CA 90630

Peterson's Tree Works
605 Rancho Santiago Blvd
Orange CA 92869

Phoenix Group Information Systems
2670 N. Main Street Suite 200
Santa Ana CA 92705

Power Distributors Inc
15245 E Proctor Avenue
City of Industry CA 91745

Power Plus
1005 N Edward Ct
Anaheim Ca 92806

PPC
5950 Lakeshore Dr
Cypress CA 90630

PR Construction
1995 N Batavia
Orange CA 92865

Preferred Paving
2850 East LaCresta
Anaheim CA 92806

Preferred Property Management
5 Holland Bldg 123
Irvine CA 92618

Premier Information Systems
17150 Newhope Street #206
Fountain Valley CA 92708

Professional Plumbing Inc.
17150 Newhope Street Suite 307
Fountain Valley CA 92708

Professional Turf Specialties
1544 Wavertree Lane
Fullerton CA 92831

Quality Environmental Inc.
13340 E Firestone Blvd Unit I
Santa Fe Springs CA 90670

Quality Fence Company
14929 Garfield Avenue
Paramount CA 90723

Quality First Woodworks
3490 E Mira Loma Ave
Anaheim CA 92806

Rancho Vista Landscape
1335 Warmlands Ave
Vista CA 92084

Refrigerated Air Mechanical Systems
2050 S Loara Street
Anaheim CA 92802

Reliable Elevator of Orange
1370 Reynolds Avenue # 114
Irvine CA 92614

Rex Gilmore Landscape
7421 Calico Trail
Orange CA 92869

Rey Crest Roofing
3065 Verdugo Rd
Los Angeles CA 90065

Rick Engineering Company
5620 Friars Road
San Diego CA 92110

Rochester Midland Corp
333 Hollenback Street
Rochester NY 14623

Roller Electric Inc.
25 Chickadee Lane
Aliso Viejo CA 92656

Rossetti Associates Inc.
999 N. Sepulveda Blvd Suite 100
El Segundo CA 90245

Saddleback Golf Carts
23261 Del Lago Dr #10
Laguna Hills CA 92653

Safety First Pest Control
13431 Pepperdine Circle
Westminster CA 92683

Sars Software Products
54 Edgewood Avenue
Mill Valley CA 94941

Sasco Data Systems
2750 Moore Ave
Fullerton CA 92833

Sav-on Signs Inc.
3929 E Anaheim Street
Long Beach CA 90804

SCA Environmental Inc.
334 19th Street
Oakland CA 94612

Schirmer Engineering
21221 Western Ave Suite 100
Torrance CA 90501

SDR Surveying
2719 Carretera
San Clemente CA 92673

Sea Clear Pools
23316 S Normandie Avenue # B
Torrance CA 90502

Security Signal Devices
1740 N Lemon St
Anaheim CA 92801

Seglinski and Associates
3002 Newport Blvd
Newport Beach CA 92663

Service First
3505 Cadillac Ave # F9
Costa Mesa CA 92626

Servpro
18101 Redondo Circle Suite 0
Huntington Beach Ca 92648

Sheeler Bros. Masonry
10825 Ramblewood Dr
Stanton CA 90680

Shelf Master Inc.
2837 E. Coronado St.
Anaheim CA 92806

Sheward and Sons
3000 Airway Avenue
Costa Mesa CA 92626

Sign Methods Inc.
1749 E 28th St
Signal Hill CA 90755

Silver State Trailways
701 Fee Ana Street
Placentia CA 92870

Sims Tree Health Specialists Inc.
6111 Appaloosa Avenue
Pedley CA 92509

SKF USA Inc.
890 Forty Foot RD
Kulpsville PA 19443

Skylights Unlimited
19321 Weakfish Lane
Huntington Beach CA 92646

Slater Waterproofing
5577 Arrow Highway
Montclair CA 91763

SMS Systems Maintenance Services Inc
9013 Perimeter Woods Dr
Charlotte CA 28216

So Cal Fire Protection
14102 Holt Avenue
Santa Ana CA 92705

So Cal Soil and Testing
PO Box 600627
San Diego CA 92160

Sol Cal Window Tinting
144 S PALO CEDRO DRIVE
DIAMOND BAR CA 91765

South Coast Fire Protection
1908 S El Camino Real #B
San Clemente CA 92672

Southcoast Acoustical Interiors
9155 Archibald Avenue Suite 902
Rancho Cucamonga CA 91730

Southland Industries
17941 Fitch Ave
Irvine CA 92614

Sport Supply Group
1901 Diplomat Drive
Farmers Branch TX 75234

Sports Facilities Group
PO Box 7024
Riverside CA 92513

Spring Valley Development Inc.
17842 Mitchell North #200
Irvine CA 92614

Stanley Convergent Security
Solutions
55 Shuman Blvd
Naperville IL 60563

Stericycle Inc
28161 N Keith Dr
Lake Forest CA 60045

Stone Roofing Company
730 North Coney Ave
Azusa CA 91702

StoreFront Door Repair Inc.
17032 Palmdale St. Unit A
Huntington Beach CA 92647

Sun Environmental Engineering
Inc.
PO Box 6877
Torrance CA 90504

Sun Pacific Systems
23222 Olive Avenue Suite A
Lake Forest CA 92630

Superior Asphalt Paving Inc.
3040 E Colorado
Anaheim CA 92806

Superior Onsite Service
237 Bent Avenue
San Marcos CA 92078

Tafoya and Associates
15471 Red Barn Court
Chino CA 91710

Tangram LLC
9200Sorensen Ave
Santa Fe Springs CA 90670

TekWorks L.A.
670 E Parkridge Avenue
Corona Ca 92879

Terminex International
860 Ridge Lake Blvd
Memphis TN 38120-9424

The Mark Costello Company
1145 Dominquez Street Suite J
Carson CA 90746

The Tint Pros
16582 Gothard Street Suite Q
Huntington Beach CA 92647

Thermadyne Industries
15052 Swingley Ridge Road #300
Chesterfield MO 63017

Thomas Acoustics
7605 Monroe St
Paramount CA 90723

Thompson & Riffe dba Med-Equip
5327 Sheila St
Commerce CA 90040

ThyssenKrupp Elevator
1601 S Sunkist Street Suite E
Anaheim CA 92806

Tint Matters
8440 CERRITOS AVENUE #E
Stanton CA 90680

Tom Byer Roofing Services
PO Box 771
Huntington Beach CA 92648

Tomark Sports
1180 California Avenue #A
Corona CA 92881

Traditional Plumbing
22 Carrack
Laguna Niguel CA 92677

Tree Care Arborists
14300 Clinton # 116
Garden Grove CA 92843

Tree Elements
22605 E La Palma Avenue # 509
Yorba Linda CA 92887

Tree Pros Inc.
P.O. Box 1066
Chino CA 91708

Treesmith Enterprises
1551 N Miller St
Anaheim CA 92806

Tri Best Visual Display
8620 Red Oak St
Rancho Cucamonga CA 91730

Tri State Environmental
17100 Bear Valley Rd #B
Victorville CA 92392

Tri-County Sandblasting Inc.
PO Box 490
Westminster CA 92683

Tri-Signal Integration
12701 Encinitas Avenue
Sylmar CA 91342

TRL Systems
9531 Milliken Avenue
Rancho Cucamonga CA 91730

TruGreen Limited Partnership
1160 N Blue Gum Street
Anaheim CA 92806

Tuff Shed
1281 Sunshine Way
Anaheim CA 92806

United Air Conditioning Service Co.
22343 La Palma Ave Suite 112
Yorba Linda CA 92887

United Paving Company
14660 Industry Circle
La Mirada CA 90638

United Pumping Service
14000 East Valley Blvd
City of Industry CA 91746

Universal Networks Inc.
123 Cajon Street
Redlands CA 92373

Van Diest Brothers
15315 Lakewood Blvd
Paramount CA 90723

Verne's Plumbing Inc.
8561 Whitaker St
Buena Park CA 90621

VFS Fire and Security Services
1011 East Lacy Avenue
Anaheim CA 92805

Vortex Industries
1932 E Mc Fadden
Santa Ana CA 92705

Walker Electric
1458 Bon View Avenue
Ontario CA 91761

Walker Electric Inc
1458 S Bon View Avenue
Ontario CA 91761

Wal-Tek West, Inc.
355 W Crowther Ave
Placentia CA 92870

WCK Building Specialties
33332 Cove Island Place
Dana Point CA 92629

Weatherproofing Technologies
3735 Green Road
Beachwood OH 44122

Well Done Property Maintenance
1580 E Dinger #O
Santa Ana CA 92705

Western Exterminator Co.
7911 Warner
Huntington Beach CA 92647

Western Glass Tinting
17921 Skypark Circle E
Irvine CA 92614

Wolverine Fence Company
930 S Cypress St
La Habra CA 90631

Workplace Resources
16651 Knott Avenue
La Mirada CA 90638

World Wide Fire Inc
3419 Via Lido #191
Newport Beach CA 92663

Yocum Business Furnishing
809 W Santa Anita St
San Gabriel CA 91776

Your Turf Inc.
PO Box 11597
Newport Beach CA 92658-5035

Zaino Tennis Courts
950 N. Batavia St.
Orange CA 92867

Optima Network Services Inc.
4590 Eucalyptus Avenue Suite C
Chino CA 91710-9203

Professional Door Systems Inc.
1552 S Anaheim Blvd Suite C
Anaheim CA 92805

Performance Glass Inc.
631 Roberta Avenue
Glendale CA 91201

Proforma Solutions
17011 Beach Blvd #820
Huntington Beach CA 92647

Rice General Builders
4467 Salisbury Drive
O CA 92010

Premier Personnel Resources
637 Albertoni Avenue Suite 101
Carson CA 90746

J & A Glass
17229 Newhope Street Suite D
Fountain Valley CA 92708

George Donnelly Testing and Inspection
1 Curso Lane
Hot Springs Village AR 71909-3723

Donovan Distribution Inc.
1411 N. Batavia St. Suite 120
Orange CA 92867

Nuno Enterprises
5300 E. Beverly Blvd. Suite B
Los Angeles CA 90022

Pasco Scientific
10101 Foothills Blvd
Roseville CA 95745

Adele Construction
3 Hillside Dr
Rancho Santa Margarita CA 92688

Mobile Kitchens USA
2031 S. Lida Lane
Anaheim CA 92802

Fire X-Tingusher Service Company
PO Box 7106
Orange CA 92863

Greater Alarm Company
17992 Cowan Avenue
Irvine CA 92614

Surface Decking Company Inc.
1178 North Grove Street Unit F
Anaheim CA 92806

Pyramid Services Inc.
414 West 4th Street Suite A
Santa Ana CA 92701

Telacu Construction Management
414 W. 4th Street Suite L
Santa Ana CA 92701

Power Engineering Services Inc.
2703 Saturn St
Brea CA 92821

AVI-SPL
11095 Knott Ave Suite E
Cypress CA 90630

A-1 Enterprises
2831 E. La Cresta Avenue
Anaheim CA 92806

PorterMatt Electric
5431 Production Drive
Huntington Beach CA 92649

Service Master Professional Services
3002 Dow Avenue #138
Tustin CA 92780

JDK Drilling Inc.
2372 N. Batavia Street
Orange CA 92865

World Data Products Inc
121 Cheshire Lane Suite 100
Minnetonka MN 55305

The McIntyre Company
872 Towne Center Drive
Pomona CA 91767

Hoffman Southwest Corp.
23311 Madero Street
Mission Viejo CA 92691

Creo Electric
1241 S Wright Street
Santa Ana CA 92705

Prestige Telecommunications Inc.
2 West 39th Street
Kansas City MO 64111

Pro Furniture Installs
6682 Ginger Lane
Westminster CA 92683

Quality Refrigeration Co.
310 E. Harry Bridges Blvd
Wilmington CA 90744

Atlas Environmental Engineering
3185 Airway Avenue Suite D-1
Costa Mesa CA 92626

Easy Turf
P.O. Box 4663057
Escondido CA 92046

Turbochef Technologies Inc.
4240 International Pkwy Suite 105
Carrollton TX 75007

Guida Surveying Inc.
9241 Irvine Blvd.
Irvine CA 92618

Tandus Flooring Inc.
311 Smith Industrial Blvd
Dalton GA 30722

Drapery Works
1525 Mesa Verde Dr E Suite 106
Costa Mesa CA 92626

Gruett Tree Company Inc.
PO Box 12375
Orange CA 92859

Certified Transportation
1038 North Custer St
Santa Ana CA 92701

Main Electric Supply Company
2691 Richter Venue Suite 118
Irvine CA 92602

Hidden Valley Moving and Storage
2208 Harmonny Grove Road
Escondido CA 92029

Contract Services Group Inc.
480 Capricorn Street
Brea CA 92822

Action Door Controls Inc.
2111 Iowa Avenue Suite L
Riverside CA 92507

Best Air Control
1601 W Rosecrans Avenue
Gardena CA 90249

Contractors Management Group
4950 West 145th Street
Hawthorne CA 90250

Yamada Enterprises
16552 Burke Lane
Huntington Beach CA 92647

Felton Buckley Financial Corp.
10351 Santa Monica Blvd. #310
Los Angeles CA 90025

McWil Sports Surfaces Inc.
19209 S. Fiqueroa St.
Gardena CA 90248

Scholten Roofing Service Co.
23401 Madero Suite C
Mission Viejo CA 92691

RSC Equipment Rental Inc.
6929 E Greenway Parkway Suite 200
Scottsdale AZ 85254

Commercial Relocation Company
16321 Gothard Street Unit G
Huntington Beach CA 92647

T and D Communications, Inc
500 Harrington Street, C-2
Corona, CA 92880

Spinitar
16751 Knott Avenue
La Mirada CA 90638

Plancorp
489 Dustin
Los Angeles CA 90065

Eastern Van Lines
16018 Adelante Suite A
Irwindale CA 91702

Mega Hertz Electric Inc.
2657 Sichel Street
Los Angeles CA 90031

Ordway Corp.
1632 Sierra Madre Circle
Placentia CA 92870

El Camino Asphalt Paving
784 N Lemon Street
Orange CA 92867

MASS Electric Inc.
36702 Doreen Drive
Murrieta CA 92563

Access Electrical and Lighting
25108 Marguerite Pkwy Suite B
Mission Viejo CA 92692

Subsurace Designs Inc.
12872 Foothill Blvd
Sylmar CA 91342

Interior Office Solutions
17800 Mitchell North
Irvine CA 92614

Quality Light and Electrical
11055 Alder Avenue
Bloomington CA 92616

Costco Wholesale Corp.
999 Lake Drive
Issaquah Wa 98027

H & E Equipment Services Inc.
11100 Mead Rd Suite 200
Baton Rouge LA 70810

Coach Max Corp.
1493 N. Montebello Blvd. #102
Montebello CA 90640

Elesco
170 McCormick Avenue
Costa Mesa CA 92626

Rain Bird Services
1000 West Sierra Madre Avenue
Azusa CA 91702

WKRP Services Inc.
17842 Irvine Blvd #232
Tustin CA 92780

Water Visions Inc.
7200 Garden Grove Blvd
Westminster CA 92683

Fitzpatrick Dental Equipment
5435 Atlantis Court
Moorpark CA

Fujifilm Medical Systems U.S.A. Inc.
419 West Avenue
Stanford CT 06902-6300

American West Landscape
15086 La Palma Drive
Chino CA 91710

DSI Services
8400 Kass Drive
Buena Park CA 90621-3808

Crown Worldwide Moving and
Storage
14826 Wicks Blvd.
San Leandro CA 94577

Air Treatment Corporation
957 Lawson Street
City of Industry CA 91748

Orkin Pest Control
12710 Magnolia Avenue
Riverside CA 92503

SR & B Boilers
3921 E La Palma Avenue Suite F
Anaheim CA 92807

R.F. MacDonald Company
25920 Eden Landing Road
Hayward CA 94545

Pinnacle Holdings
2200 S Fairview Street
Santa Ana CA 92704

K.K. Termite
39 Rosy Finch Lane
Aliso Viejo CA 92656

Henry Schein Dental
307 W. Taft Avenue Suite N
Orange CA 92865

Southwest Mobile Storage Inc.
9551 Lucas Ranch Rd
Rancho Cucamonga CA 91730

R & L Medical Company
24662 Monte Royale Street
Laguna Hills CA 92653

International Pavement Solutions
1199 Opal Avenue
Mentone CA 92359

Boyer Ambrose Flooring
16632 Gemini Lane
Huntington Beach CA 92647

Titan Environmental Solutions Inc.
940 East Orangethorpe Ave Suite B
Anaheim CA 92801

Hoist Service Inc.
11443 Tortuga St
Cypress CA 90630

CC Comercial Cleaning
3400 W Sixth Street Suite 302
Los Angeles CA 90020

Fleet Services Inc.
3550 Miraloma Avenue
Anaheim CA 92806

MNZ Janitorial Services Inc.
3575 Cahuenga Blvd West #310
Los Angeles CA 90068

McQuay Factory Service
13600 Industial Park Blvd
Minneapolis MN 55441

Culligan Water Conditioning
502 South Lyon Street
Santa Ana CA 92701

Presige Striping Services
1054 Railroad Street
Corona CA 92504

Waste Management of OC
1800 South Grand Avenue
Santa Ana Ca 92705

Rodriquez Engineering Inc.
1411 N. Batavia Street Suite 121
Orange CA 92867

Allison Mechanical Inc.
1968 Essex Court
Redlands CA 92373

Eckert & Associates
12606 Sanford Street
Los Angeles CA 90066

Road Masters Bus Lines
2803 W 5th Street
Santa Ana CA 92703

Pro Image Signs
1199 Slater Avenue
Fountain Valley CA 92708

Elrod Fence Company
6459 Mission Blvd
Riverside CA 92509

FOPCO Incorporated
1733 Monrovia Avenue Suite W
Costa Mesa CA 92627

Sports Field Services
8 Clydesdale Drive
Ladera Ranch CA 92694

Rusty Nail Services
2165 W. Romneya Road
Anaheim CA 92801

Mover Services Inc.
721 E. Compton Blvd.
Rancho Dominguez CA 90220

Barkshire Laser Leveling Inc.
4007 Calle Mayo
San Clemente CA 92673

World Restoration Inc.
938 W. Barkley Ave. #C
Orange CA 92868

Suddath Relocation Systems
14221 Artesia Blvd
La Mirada CA 90638

Argus Contracting LP
2340 E. Artesia Blvd
Long Beach CA 90805

Amtex Manufacturing and Supply
1760 Monrovia Avenue Suite C1
Costa Mesa CA 92627

West Coast Turf
PO Box 4563
Palm Desert CA 92261

J 2 G Acoustics
7605 Monroe
Paramount CA 90723

True Pros Inc.
P.O. Box 1066
Chino CA 91708-1066

Strampello Plumbing
602 Utica Street
Huntington Beach CA 92648

Ace Communication Eng. Inc.
13250 Florence Ave Unit 1
Santa Fe Springs CA 90670

Mario Cilemento Inc.
77080 Elveano Drive
Buena Park CA 92680

R.S. Haglund Construction
602 So. Santa Fe
Santa Ana CA 92701

Ware Disposal Inc.
1451 Manhattan Avenue
Fullerton CA 92831

Sav-On Signs Inc.
3929 E. Anaheim Street
Long Beach CA 90804

Preferred General
Contracting
17150 Newhope St #904
Fountain Valley CA 92708

All American Lock Corp.
337 West Freedom Ave.
Orange CA 92865

Claridge Products
180 N Sherman Avenue
Corona CA 92880

Maxim Security Systems
9064 Pulsar CT Suite F
Corona CA 92883

TCD Services Inc.
2500 E. Imperial Hwy
PMB 201-338
Brea CA 92821

West Coast Turf
PO Box 4563
Palm Desert CA 92261

Stanley G. Alexander
2942 Dow Avenue
Tustin CA 92780

JDK Drilling Inc.
2372 N. Batavia St.
Orange CA 92865

Bolo Productions
1002 W Avenue J-8
Lancaster CA 93534

K & Z Cabinets
1450 South Grove Ave
Ontario CA 91761

Professional Plumbing and
Drain Clearing
1739 Douglas Rd Suite 1
Anaheim Ca 92806

3M Company
3M Center Building 225-4N-14
St. Paul MN 55144

Metalclad Insulation Corp.
1818 E. Rosslynn Ave.
Fullerton Ca 92831

ACCO Engineered Systems
6446 E. Washington Blvd
Commerce CA 90040

SASCO
2750 Moore Avenue
Fullerton CA 92833

Dugmore and Duncan Inc
1260 Graphite Drive
Corona Ca 92881

25. Resolutions

Subject **25.01 DIS - Resolution #12-28 to Allow the County Superintendent of Schools to Make Budget Transfers, as Needed, at the Close of Coast Community College District's Fiscal Year 2011-2012 and During Fiscal Year 2012-2013**

Meeting **Aug 15, 2012 - Regular Meeting**

Category **25. Resolutions**

Access **Public**

Type **Discussion**

Resolution #12-28 To Allow the County Superintendent of Schools to Make Budget Transfers, as Needed, at the Close of Coast Community College District's Fiscal Year 2011-2012 and During Fiscal Year 2012-2013 (See Attachment #22)

File Attachments

[Resolution 12-28 Budget Transfers.pdf \(184 KB\)](#)

Subject **25.02 DIS - Resolution #12-29 Authorizing Payment to Trustee Absent from Board Meeting**

Meeting Aug 15, 2012 - Regular Meeting

Category 25. Resolutions

Access Public

Type Discussion

Adoption of Resolution #12-29 Authorizing Payment to Trustee Absent from Board Meeting

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

Trustee Jerry Patterson was absent from the Regular Meeting/Study Session of August 1, 2012. A resolution has been prepared for your Board to consider, indicating that Trustee Patterson's absence was due to hardship deemed acceptable by the Board. (See Attachment #23)

File Attachments

[Resolution 12-29 Patterson Absent August 1, 2012.pdf \(270 KB\)](#)

26. Approval of Minutes

Subject **26.01 DIS - Approval of Minutes**
Meeting **Aug 15, 2012 - Regular Meeting**
Category **26. Approval of Minutes**
Access **Public**
Type **Discussion**

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

Regular Meeting of July 18, 2012
Special Meeting of July 25, 2012

File Attachments

[Min 7-25-12 Special Meeting.pdf \(19 KB\)](#)

[Min 7-18-12 Regular Meeting.pdf \(401 KB\)](#)

27. Policy Implementation

Subject	27.01 DIS - Code of Professional Ethics for all Employees of the Coast Community College District.
Meeting	Aug 15, 2012 - Regular Meeting
Category	27. Policy Implementation
Access	Public
Type	Discussion

Based on accreditation requirements, the District is required to have a Code of Ethics policy for its employees. This proposed Board Policy has been reviewed by members of Chancellor's Cabinet, the Academic Senates, the Personnel Committee, and District General Counsel.

This proposed Board Policy was reviewed by the Board at the Regular Meeting of July 18, 2012, and is now being recommended for adoption. Recommended revisions are indicated by ~~strikethrough~~ and underline. (See Attachment #24)

File Attachments

[Code of Professional Ethics rev 7-18-12.pdf \(53 KB\)](#)

Subject **27.02 DIS - Ratification of Revised Administrative Procedure AP 5030 Student Fees and Charges Schedule**

Meeting Aug 15, 2012 - Regular Meeting

Category 27. Policy Implementation

Access Public

Type Discussion

Administrative Procedure 5030 Student Fees and Charges Schedule inadvertently listed an incorrect amount for the Health Services Fee charged at Coastline Community College. The amount listed was \$7. The correct amount that is being charged is \$10 dollars. The attached version was reviewed by the Board at the Regular Meeting of July 18, 2012 and is brought for ratification, and lists the correct amount charged (changes are marked using the track changes feature in Word). (See Attachment #25)

File Attachments

[AP 5030 Student Fees and Charges Schedule 8-8-2012 \(2\).pdf \(94 KB\)](#)

Subject **27.03 DIS - Adoption of Revised Board Policy 2745, Board Self Evaluation**
Meeting **Aug 15, 2012 - Regular Meeting**
Category **27. Policy Implementation**
Access **Public**
Type **Discussion**

The Board of Trustees reviewed proposed Board Policy 2745, Board Self Evaluation, at the August 1, 2012 Regular Meeting/Study Session. It is recommended by the Board Clerk that the proposed policy be adopted as revised. (See Attachment #26)

File Attachments

[BP 2745 \(010-2-9\) Board Self Evaluation edits 8-8-12 10-20 a.m.pdf \(61 KB\)](#)

Subject	27.04 DIS - Adoption of Revised Board Policies BP 4225, BP 4235, BP 4240, and Ratification of Administrative Procedures AP 4225, AP 4235 and AP 4240
Meeting	Aug 15, 2012 - Regular Meeting
Category	27. Policy Implementation
Access	Public
Type	Discussion

These existing policies were revised to reflect current state laws and regulations, and local practices. The Administrative Procedure component has been removed from the respective Board Policy and revised, or new associated Administrative Procedures have been created to conform with the Community College League of California (CCLC) standards and accreditation requirements. These were brought to the July 18, 2012 Board for first read. Revisions have been made based on input from that meeting and are now being submitted for Board approval or ratification. (See Attachment # 27)

File Attachments

[Full Agenda Doc for 8-15-12 BP 4225 AP 4225 BP 4235 AP 4235 Bp 4240 AP 4240.pdf \(353 KB\)](#)

28. Close of Meeting

Subject	28.01 - 28.01 Close of Meeting
Meeting	Aug 15, 2012 - Regular Meeting
Category	28. Close of Meeting
Access	Public
Type	Action

28.01 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 Progress P = Pending
1	July 18, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Risk Services	At next renewal of agreement with Keenan and Associates, the Board would like a report on the open and active self insured claims.	July 2013	P
2	June 20, 2012	Mr. Patterson 2nd Mr. Grant	Chancellor	Provide a plan for use of the \$200,000 dividend distribution from the Coast Community College Enterprise Corporation		P
3	June 20, 2012	Ms. Hornbuckle 2nd Dr. Prinsky	Chancellor	Bi-annual report on the progress of programs with U.S. College Compass and Coastline Community College.		P
4	June 20, 2012	Mr. Patterson 2nd Mr. Moreno	Chancellor	Internal report on items the Board should consider that the District has done, or may do, inadvertently or otherwise, that allow pensions to be driven upward or spiked.		P
5	June 20, 2012	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.		P
6	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 2013	P
7	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
8	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	P
9	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
10	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
11	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

Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

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

Wednesday, July 18, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on July 18, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

President Moreno called the meeting to order at 4:02 p.m.

1.02 Roll Call

Trustees Present: Moreno, Patterson, Prinsky and Grant.
Trustee Hornbuckle joined the meeting at 4:13 p.m. and Student
Trustee Torre joined the meeting at 6:30 p.m.

Trustees Absent: None

1.03 Public Comment (Closed Session - Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 4:04 p.m. to discuss the following items:

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

Positions: Chancellor, Presidents and Vice Chancellors

b. Public Employment (Pursuant to Government Code Section 54957 (b)(1))
Public Employment materials are available upon request from the Board of Trustees' Office

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
Administrative Director, Human Resources
7. Classified Staff
Board Office Assistant
Secretary
Military/Contract Education Tech, Intermediate
8. Reclassification and Reorganization/Reassignment
Interim Director, Business Services and Entrepreneurship
Food Service Operations Manager
Student Financial Aid Coordinator
9. Classified Temporary Assignments
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

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,
Public Employment Relations Board Case No. LA-CE-5682-E
Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.
30-2012-00584220-SC

Janet Redding vs. California Community Colleges, et al, Sacramento County
Superior Court, Case No. 34-2012-00120487
Coast Community College Association vs. Coast Community College District Public
Employment Relations Board Case No. LA-CE-5714-E

e. Conference with Legal Counsel: Anticipated Litigation

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

Construction delays at Golden West College

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

The meeting was reconvened by Board President Moreno at 6:34 p.m.

1.06 Pledge of Allegiance - Student Trustee Cody Joe Torre

Student Trustee Torre led the Pledge of Allegiance.

1.07 Report of Action from Closed Session (if any)

Mr. Daryl Betancur, Interim Secretary of the Board of Trustees, reported that on a motion by
Trustee Patterson, seconded by Trustee Prinsky, the Board voted to approve **Item 1.04 b.**
Public Employment with the exception of Item 6, Classified Management, Administrative
Director of Human Resources. (See Appendix pages 21-34)

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

1.08 Public Comment (Open Session)

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

1.09 Presentations and Ceremonial Resolutions

1.09.01 Ceremonial Resolutions

b. Coast Community College District Ceremonial Resolution Honoring Theresa Lavarini

President Moreno acknowledged Ms. Lavarini for her service as Golden West College Academic Senate President.

c. Coast Community College District Ceremonial Resolution Honoring Margaret Lovig

President Moreno acknowledged Ms. Lovig for her service as Academic Senate President for Coastline Community College.

a. Coast Community College District Ceremonial Resolution Honoring Dr. Jack Scott, California Community Colleges Chancellor

President Moreno acknowledged Dr. Scott for his achievements and service to California Community Colleges.

1.10.02 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

Akers, Thomas M., OCC, Instructor, retirement effective 5/28/12
Conley, Brian E., GWC, Instructor, retirement effective 6/30/12
Keegan, Mary K., GWC, Instructor, retirement effective 5/28/12
Primich, Sue A., CCC, Counselor, retirement effective 7/1/12
Webb, Debbie K., OCC, Librarian, retirement effective 5/28/12

Classified

Conley, Margaret A., GWC, Librarian, retirement effective 5/28/12.

On a motion by Trustee Patterson, seconded by Trustee Moreno, the Board voted to accept these retirements.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

2.00 Informative Reports

2.01 Update on Bond Development and Informational Phase

Mr. W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance, presented the Board with a brief overview of the Project Scope from the Coast Colleges' Internal Working Group. Additionally, Dr. Richard Bernard of FM3 reported on the results of recent polling, and Ms. Catherine Lew of the Lew Edwards Group provided an analysis of polling results. Mr. Ryan Vollmer of RBC Capital gave an analysis of Underwriting and Finance Research, and Bond Counsel, Mr. David Casnocha of Stradling, Yocca, Carlson and Rauth, gave an analysis of the draft resolution and ballot language.

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2012/2013 as presented in the July 18, 2012 Agenda. It was noted that a Special Meeting of the Board of Trustees had been scheduled for Wednesday, July 25, 2012 at 1:00 p.m.

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. On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to receive and file.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

3.03 The Board Directives Log

The Board reviewed and discussed the Board Directives Log.

3.04 Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds reports.

3.05 Opportunity for the Board of Trustees to Review Revisions to Board Policies, and New or Revised Administrative Procedures

Vice Chancellor of Educational Services, Dr. Andreea Serban, explained that the following policies had been revised to reflect current laws and regulations, and local practices. Where appropriate and necessary, the Administrative Procedure component had been separated from the respective Board Policy and revised, as needed, or new associated Administrative Procedures had been created to provide the operational explanation as to how the respective Board Policy is being operationalized:

BP 4225 (030-4-3) Course Repetition
AP 4225 (030-4-3) Course Repetition
BP 4235 (030-4-2) Credit by Examination
AP 4235 Credit by Examination
BP 4240 (030-4-4) Academic Renewal
AP 4240 Academic Renewal

The Board of Trustees and Dr. Serban discussed the proposed revisions at length. There was also discussion between the Trustees, Chancellor Dr. Andrew Jones, Dr. Serban and Orange Coast College Academic Senate President Dr. Vesna Marcina regarding what information should be contained in the policy versus what information should be contained in the administrative procedure, and the upcoming changes in Title 5 regarding course repetition. District General Counsel, Dr. Jack Lipton, also gave some suggestions as to possible verbiage used in the documents.

The Board President requested that these policies be revised as appropriate and forwarded to the August 15, 2012 Board Meeting agenda for approval or ratification.

3.06 Approval of Letter Supporting Senate Bill 1456

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to authorize the Board President to send the proposed letter in support of Senate Bill 1456 to the appropriate Legislative Committee.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

3.07 Approval of Letters Supporting Senate Bills 1356 and 1466

On a motion by Trustee Patterson and seconded by Trustee Prinsky, the Board voted to authorize the Board President to send the proposed letters in support of Senate Bills 1356 and 1466 to the appropriate Legislative Committee.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

3.08 Opportunity for the Board of Trustees to Review Proposed Board Policy "Code of Professional Ethics for All Employees of the Coast Community College District."

The Board President requested that this policy be returned to the Discussion section of the August 15, 2012 Agenda for adoption.

3.09 Opportunity for the Board of Trustees to Review Board Policy 2715 Code of Ethics for Members of the Board of Trustees

The Board President requested that this item be continued to a future Board Meeting.

CONSENT CALENDAR (Items 4 -22)

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Consent Calendar.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

DISCUSSION CALENDAR

23.00 Approval of Agreements

23.01 DIS - Approve Non-Standard Agreement between Keenan and Associates and the Coast Community College District for Self-Insured Workers' Compensation Claims Administration.

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to approve the renewal agreement between Keenan and Associates and the Coast Community College District to administer the remaining open self insured workers' compensation claims for July 1, 2012 - June 30, 2013. Trustee Patterson also requested that at the next renewal of this agreement, the Board receive a report regarding the self insured claims that remain open and active.

Fiscal Review and Impact: \$13,500.00, payable in quarterly installments of \$3,375.00.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.02 DIS - Approval of Agreement for Special Services between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore.

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to approve the Agreement for Special Services with Liebert Cassidy Whitmore through participation in the Southern California Community College District Employee Relations Consortium for the 2012-2013 fiscal year.

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

Fiscal Impact: \$2,500 from District Funds for the 2012-2013 fiscal year.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.03 Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services.

On a motion by Trustee Patterson, seconded by Trustee Moreno, the Board voted to authorize the renewal of 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.

Fiscal Review and Impact: \$4,200 annually, plus expenses, payable at \$350 per month upon billing from Consultant. Expenses are defined as actual out-of-pocket expenses such as transportation, lodging, meals, and phone charges.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.04 DIS - Authorization to Purchase a Three-Year Maintenance Agreement from ROI Networks to Cover the District's Centralized Avaya Telephone Switch and Voice Mail System using CMAS Contract 3-09-70-1163B.

On a motion by Trustee Moreno, seconded by Trustee Prinsky, the Board voted to approve the issuance of a purchase order to ROI Networks, an authorized Avaya business partner, to purchase the maintenance agreement using CMAS contract number 3-09-70-1163B and any applicable fees and authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$259,245.19 (total for three-year term, to be paid annually) (General Funds)

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.05 GWC - Approve Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program.

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the agreement between Foundation for California Community Colleges and the Coast Community College District for operation of the Bar Smog Referee and Student Technician Training Program, from July 19, 2012 through June 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: \$1,000 to be paid by Foundation for California Colleges to Auto Referee funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.06 GWC - Approve Non-Standard Agreement between Commission on Peace Officer Standards and Training (POST) and the Coast Community College District for Production of Training Video: Case Law Today and Legal Update.

On a motion by Trustee Moreno, seconded by Trustee Patterson, the Board voted to approve the Agreement between Commission on Peace Officers Standards and Training and the Coast Community College District for production of training video: Case Law Today and Legal Update, 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: Income of \$325,093 to Criminal Justice Training Auxiliary funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.07 GWC - Approve Non-Standard Agreement between Peace Officer Standards and Training (POST) and the Coast Community College District for Dispatch Supervisory Course.

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Agreement between the Commission of Peace Officer Standards and Training and the Coast Community College District for Dispatch Supervisory Course, from July 23, 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: \$30,540 to be paid from Criminal Justice Ancillary funds and to be reimbursed by POST after the completion of the course.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.08 OCC - Authorization to Enter into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and Cisco Corporation for the Purpose of Offering Instruction in the Cisco Networking Academy Program for Students Enrolled in the Information and Communications Technology Programs.

On a motion by Student Trustee Torre, seconded by Trustee Prinsky, the Board voted to approve the non-standard Agreement between Coast Community College District (Orange Coast College) and Cisco Corporation for the purpose of offering instruction in the Cisco Network Academy program for students enrolled in the Information and Communications Technology programs as requested by the company for three years from the date of signing. It is also recommended that a campus designee be granted authorization to enter into the agreement through the electronic mechanism specified in the application.

Fiscal Impact: None. Membership in the program is free to eligible colleges.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.09 OCC - Approve Agreement between Pinnacle Landscape Company (Pinnacle) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Providing Landscape Maintenance Services at the OCC Sailing Facility.

On a motion by Student Trustee Torre, seconded by Trustee Moreno, the Board voted to approve the Agreement between Pinnacle and the Coast Community College District (OCC School of Sailing & Seamanship) to provide landscape maintenance. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$150 per month. Additional fees may apply for pruning, spraying and special fertilization. Total contract amount \$2,500. To be paid from Sailing Center Funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.10 CCC - Approve Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to include English Language Assessment, Counseling, and Instruction.

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the Agreement between Times Media Co., Ltd. and the Coast Community College District (Coastline Community College) 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.

Fiscal Review and Impact: Gross income to District based on costs identified in PSP.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.11 CCC - Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) Annual Conference.

On a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to approve the Agreement between the Embassy Suites Sacramento and the Coast Community College District for the location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) annual conference. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$19,274.79 to be paid from the California Business Collaborative (CalBC) grant, the Business Education Statewide Advisory Committee (BESAC) agreement, and the Business Education Statewide Advisory Committee (BESAC) Foundation funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

23.12 CCC - Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services.

On a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to approve the Agreement between Kingston Technology, Inc. and the Coast Community

College District to provide ESL assessment and training services. 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 \$7,200 per training program.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.00 Buildings and Grounds Approvals

24.01 DIS - Authorization for Approval and Submission of Cambridge West Partnership, LLC, 2014-2018 Five-Year Construction Plan, for Orange Coast College, Golden West College, Coastline College, and the District.

On a motion by Trustee Prinsky, seconded by Student Trustee Torre, the Board voted to approve submittal of the Coast Community College District's 2014-2018 Five-Year Construction Plan to the California Community Colleges State Chancellor's Office.

It is further recommended that the Chancellor, or designee, be authorized to sign related documents for submission.

Fiscal Impact: \$0 (no fiscal impact for proposal submission)

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.02 Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services, Orange Coast College Music Modernization Project.

On a motion by Student Trustee Torre, seconded by Trustee Hornbuckle, the Board voted to authorize UCMI, Inc. to be employed for Inspection Services for the Orange Coast College Music Modernization Project pursuant to the District's Standard Professional Services Agreement.

Fee for Inspection Services: \$124,800

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

Fiscal Impact: \$124,800 (Measure C - General Obligation Bond Funds)
Master Plan Approved Project
OCC Upgrade Auditorium/Music Complex Phase II
(50% Reimbursement by State Capital Outlay)

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
 Noes: None
 Absent: None
 Abstain: None

24.03 DIS - Approve Standard Architectural and Engineering Services Agreement with MVE Institutional; Orange Coast College RFQ No. 2007 for the Gymnasium Ceiling Retrofit Project.

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the employment of MVE Institutional for architectural and engineering services for the Orange Coast College Gymnasium Ceiling Retrofit Project pursuant to the District's Standard Architectural Services Agreement.

Fee breakdown for services:

Architectural (MVEI)	\$ 7,000
Mechanical (BP)	\$ 4,300
Fire Sprinkler (BP)	\$ 2,800
Electrical (Konsortum 1)	\$ 5,000

Total fee for architectural services: \$19,100

Reimbursable Expenses \$ 2,000

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

Fiscal Impact: \$21,100 (General Obligation Bond Funds/Measure C)
 Master Plan Approved Project
 OCC Upgrade Health/Wellness Facilities
 OCC Gymnasium Acoustics Project

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
 No: None
 Absent: None
 Abstain: None

24.04 DIS - Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center, Increment II, Bid No. 1992.

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve Change Order No. 2; Coastline College Newport Beach Learning Center New Construction Phase II Bid No. 1992. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the change orders and any related documents.

Anderson Charnesky Structural Steel Inc., Category I - Structural Steel/Miscellaneous Metals

Added Steel Roof Support, modifications to metal decking, \$65,710.00
additional fencing -- PER DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$1,629,863.00 (C.O. 2: 4.03% Increase)

Total Change Orders: \$139,360.00 (8.55% Increase)

Best Contracting Services, Inc., Category K - Roofing/Waterproofing

Roofing modifications, added conduit penetrations -- \$8,214.00
PER DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$2,538,500.00 (C.O. 2: 3.18% Increase)

Total Change Orders: \$8,214.00 (3.18% Increase)

Best Contracting Services, Inc., Category L - Glass & Glazing/Metal Panels

Added reflective interlayer in lieu of a exterior glass coating \$163,673.00

Contract Amount: \$2,538,500.00 (C.O.2: 6.45% Increase)

Total Change Orders: \$163,673.00 (6.45% Increase)

Dennison Electric Inc., Category X - Electrical

Added emergency generator, automatic transfer switch, and \$182,344.00
additional fire alarm conduit, wiring, and devices -- PER
DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$2,929,000.00 (C.O. 2: 6.23% Increase)

Total Change Orders: \$229,736.00 (7.84% Increase)

West-Tech Mechanical Inc., Category W - HVAC

Addition of seven roof exhaust fans for atrium space, \$56,732.00
includes fans, sheet metal, and roof curb -- PER DSA
REQUIRED SMOKE EVACUATION

Contract Amount: \$2,635,000.00 (C.O. 2: 2.15% Increase)

Total Change Orders: \$156,128.00 (5.93% Increase)

Fiscal Impact: \$476,673.00 (Measure C – General Obligation Bond Funds & Capital
Outlay)
Master Plan Approved Project
CCC Newport Beach Learning Center

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.05 Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center Increment II Rebid, Bid No. 1994.

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to authorize Change Order No. 2; Coastline College Newport Beach Learning Center New Construction Increment II Rebid Bid No. 1994. 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.

RC Construction Services, Inc., Category H – Site Concrete/Mason

Added concrete pad, curbing and mow curb for emergency generator,
per DSA required Smoke Evacuation \$6,146.00

Contract Amount: \$790,000.00 (C.O. 2: 0.78% Increase)

Total Change Orders: \$6,146.00 (0.78% Increase)

Fiscal Impact: \$6,146.00 (Measure C – General Obligation Bond Funds & Capital Outlay)

Master Plan Approved Project

CCC Newport Beach Learning Center

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.06 DIS - Authorization to Employ Sun Environmental Engineering Services for Asbestos Abatement Services at the Orange Coast College Music Building.

On a motion by Student Trustee Torre, seconded by Trustee Hornbuckle, the Board voted to authorize the Manager of Purchasing to issue a Purchase Order to Sun Environmental Engineering Asbestos Abatement Services at the Orange Coast College Music Building.

Fiscal Review and Impact. \$87,470 (Measure C - General Obligation Bond Funds)

Master Plan Approval Project

OCC Upgrade Auditorium/Music Complex

Phase II

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.07 Bid Tabulations and Award of Contract: Orange Coast College Temporary Chiller Music Modernization Project; Bid No. 2010

On a motion by Student Trustee Torre, seconded by Trustee Prinsky, the Board voted to award a contract to the lowest responsible bidder as shown below. The Board President, or designee, is authorized to sign the contract, and any related documents, indicating approval by the Board of Trustees.

Base Bid

- | | |
|--|------------------|
| 1. Total Environmental Management, Inc | \$139,275 |
| 1415 N Burton Place, Anaheim, CA 92806 | |
| 2. Location Air, Cerritos, CA 90703 | \$142,750 |
| 3. F. M. Thomas Air Conditioning, Inc, Brea, CA 92821 | \$220,370 |

Fiscal Impact: \$ 139,275 (Measure C – General Obligation Bond Funds)
Master Plan Approved Project
OCC Upgrade Auditorium/Music Complex Phase II
(50% Reimbursement by State Capital Outlay)

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

25.00 General Items of Business

25.01 Approval of Instructional Material Fees.

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the material fee revisions, deletions and/or new fees for inclusion in the curriculum.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

25.02 DIS - Authorization to Purchase Four-Hundred Twelve (412) Dell and Ninety-Three (93) Apple Computers for Orange Coast College using the Western States Contracting Alliance (WSCA) Master Price Agreement and Apple's Collegiate Purchase Program (CPP) Agreement.

On a motion by Trustee Moreno, seconded by Student Trustee Torre, the Board of Trustees voted to authorize the Manager of Purchasing to issue purchase orders for Dell computers using the WSCA Master Agreement and Apple computers using Apple's Collegiate Purchase Program (CPP).

Fiscal Review and Impact: NTE \$650,000 (Measure C-General Obligation Bond Fund)
Master Plan Approved Project

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

25.03 OCC - Naming of Classroom in Honor of Mary McChesney

25.04 OCC - Naming of the Oscar Taylor Architectural Studio

At the request of the Chancellor, Items 25.03 and 25.04 were pulled from the agenda. On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to return these items to a future Board Meeting.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Torre
Noes:	Trustee Grant
Absent:	None
Abstain:	None

25.05 OCC - Independent Contractors Over \$50,000

On a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve the following independent contractor:

IC Name: Lopez Works Inc.

Services: Provide the cleaning and sweeping of parking lots on the weekend for the OCC Swap Meet.

Payment Schedule/Compensation: Monthly payments upon receipt of invoice; total contract amount \$132,000 to be paid upon submittal of invoices as work is completed.

Term of Agreement: 2012-2013 Fiscal Year

Source of Funding: Swap Meet funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

25.06 CCC - Independent Contractors over \$50,000

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the following independent contractor:

IC Name: Performance Ascent, Inc.

Services: Outreach, training development and business consulting services for participating employers related to Employment Training Panel program.

Payment Schedule/Compensation: \$5,000 per month.

Term of Agreement: Compensation will be paid on a monthly basis according to the contract training plan. Total amount paid will not exceed Employment Training Panel Contractual amount of \$55,000.

Term: July 1, 2012 to June 30, 2013

Source of Funding: Employment Training Panel

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.00 Resolutions

26.01 Adoption of Resolution #12-24 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167).

On a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to adopt Resolution #12-24 entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167).

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.02 Adoption of Resolution #12-25 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center State Preschool Program Grant (CSPP-2325).

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to adopt Resolution #12-25 Entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center State Preschool Program Grant (CSPP-2325).

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.03 Adoption of Resolution #12-26, Establishing the Appropriation Limit, Gann Initiative for 2012-2013

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to adopt Resolution #12-26, Establishing the Appropriation Limit, Gann Initiative for 2012-2013.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

27.00 Approval of Minutes

27.01 Approval of Minutes

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Minutes of the Special Meeting of May 29, 2012, Regular Meeting of June 20, 2012 and Special Meeting of June 25, 2012.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

At 8:40 p.m., the Board of Trustees recessed to Closed Session.

The Board of Trustees reconvened to Open Session at 10:20 p.m.

Mr. Daryl Betancur, Interim Secretary of the Board, reported that there was no action to report from Closed Session.

28.00 Close of Meeting

28.01 Adjournment

There being no further business, on a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to adjourn the meeting at 10:23 p.m.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

Interim Secretary of the Board of Trustees

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

APPENDIX

	Pages
A. Public Employment.....	21-34

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

HOLISTIC GRADING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Daniel, Marion	07/19/12	08/26/12	EXH	\$29.46
Sakovich, Lauren	07/19/12	08/26/12	EXH	\$29.46

EDUCATION BOUND UNITED STATES - ART

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lee, David	07/19/12	08/01/12	EXH	\$29.46

LEARNING FIRST PROGRAM MEETINGS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lockwood, Frederick	07/19/12	08/26/12	EXM	\$43.55
Warner, Michael	07/19/12	08/26/12	EXM	\$43.55

TITLE III GRANT FUNDED ENGLISH PREP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Rogoff, Meri	07/19/12	09/30/12	EXH	\$29.46

EARLY COLLEGE HIGH SCHOOL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zuniga, Desiree	07/19/12	12/30/12	SMH	\$29.46

TEACH3 PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yaron Sharon	07/19/12	08/30/12	EXH	\$29.46

PART TIME COUNSELING-SUMMER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zuniga, Desiree	07/19/12	08/26/12	UNT	\$57.44

PART TIME COUNSELING-FALL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zuniga, Desiree	08/27/12	12/30/12	UNT	\$57.44

DISTRICT**DEGREE WORKS IMPLEMENTATION TEAM**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Castillo, Jerry	07/19/12	12/31/12	EXM	\$43.55
Jenkins, Nancy	07/19/12	12/31/12	EXM	\$43.55
Nguyen, Ailene	07/19/12	12/31/12	EXM	\$43.55
Nguyen, Jessica	07/19/12	12/31/12	EXM	\$43.55
Valenzuela, Yvonne	07/19/12	12/31/12	EXM	\$43.55
Wickremesinghe, M.	07/19/12	12/31/12	EXM	\$43.55

CURRICUNET WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bennett, Jaima	06/12/12	06/13/12	EXM	\$43.55
Chovan, Maria	06/12/12	06/13/12	EXM	\$43.55
Gonzales, Jarren	06/12/12	06/13/12	EXM	\$43.55
Johnson, Daniel	06/12/12	06/13/12	EXM	\$43.55
Lawell, Cheri	06/12/12	06/13/12	EXM	\$43.55
Lovig, Margaret	06/12/12	06/13/12	EXM	\$43.55
Ternes, Linda	06/12/12	06/13/12	EXM	\$43.55

Justification: Coordinator didn't realize Board deadlines

CFE NEGOTIATION SESSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hamilton, Christopher	06/19/12	06/19/12	EXM	\$43.55
Holliday, Ann	06/19/12	06/19/12	EXM	\$43.55
Kennedy, Marilyn	06/19/12	06/19/12	EXM	\$43.55
Norling, Marcella	06/19/12	06/19/12	EXM	\$43.55

Justification: Didn't know how much compensation to pay until after session

ADM DIR HUMAN RESOURCES SEARCH COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carr, Gregg	06/27/12	07/31/12	PDM	\$43.55
Mancina, Dean	06/27/12	07/31/12	PDM	\$43.55
Turnbull, Don	06/27/12	07/31/12	PDH	\$29.46

Justification: Compensation for Adm Dir Human Resources search committee activities occurring on non-duty days as specified in Article XIII, Section 15 of the CFE contract

GOLDEN WEST COLLEGE**AUTOMOTIVE CONTRACT EDUCATION**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kramer, Bryan	07/19/12	06/30/13	EXM	\$72.00

PART TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Jordan, Damien	07/19/12	08/26/12	SMH	\$61.88
Timpson, Natalie	07/19/12	08/24/12	SMH	\$57.44

ORANGE COAST COLLEGE**DISABLED STUDENTS ELIGIBILITY BOOKLET**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Beale, Michael	07/01/12	08/24/12	EXH	\$29.46

Justification: Late paperwork from dept

HONORS PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lee, Gordon	08/27/12	12/16/12	EXM	\$43.55

SPRING THEATRE MUSICAL WORKSHOP DIRECTOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hansen, Beth Ann	05/15/12	05/20/12	EXH	\$29.46

Justification: Clerical error

PART TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	07/19/12	08/24/12	UNT	\$65.56

SUMMER BRIDGE PROGRAM GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Guillen, Alex	08/01/12	08/30/12	EXM	\$43.55
Livingston, Tab	07/30/12	08/16/12	EXM	\$43.55
Muir, Robert	07/30/12	08/16/12	EXM	\$43.55

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Barnard, Donna	08/27/12	12/16/12	IUM	\$1514.00	English
Bender, Edward	08/27/12	12/16/12	IUM	\$1514.00	Geology
Bloomfield, Lisa	08/27/12	12/16/12	IUM	\$1514.00	Digital Media Arts
Breece, William	08/27/12	12/16/12	IUM	\$1514.00	Anthropology
Cassidy, Lori	08/27/12	12/16/12	IUM	\$1514.00	Library
Coco, Felicia	08/27/12	12/16/12	IUM	\$1514.00	Communication
Colvin, Diane	08/27/12	12/16/12	IUM	\$1514.00	ESL
Contopoulos, Nicholas	08/27/12	12/16/12	IUM	\$1514.00	Astronomy
Cooley, Timothy	08/27/12	12/16/12	IUM	\$1514.00	Math & Engineer
Cooper, Barbara	08/27/12	12/16/12	IUM	\$1514.00	Hospitality
Desurra, Christopher	08/27/12	12/16/12	IUM	\$1514.00	Communication
Drum, Stephen	08/27/12	12/16/12	IUM	\$1514.00	Physics

Elliott, Kelli	08/27/12	12/16/12	IUM	\$1514.00	Biology/Ecology
Foster, Rodney	08/27/12	12/16/12	IUM	\$1514.00	Technology
Gaytan, Donovan	08/27/12	12/16/12	IUM	\$1514.00	English
Gillisen, Blade	08/27/12	12/16/12	IUM	\$1514.00	Photography
Golson, Christopher	08/27/12	12/16/12	IUM	\$1514.00	Theater Arts
Hall, William	08/27/12	12/16/12	IUM	\$1514.00	Film
Hanlon, Anna	08/27/12	12/16/12	IUM	\$1514.00	Curriculum
Hoffman, Gary	08/27/12	12/16/12	IUM	\$1514.00	English
Hunter, Amelie	08/27/12	12/16/12	IUM	\$1514.00	Dance
Keith, Arlete	08/27/12	12/16/12	IUM	\$1514.00	World Language
Kelly, Marilyn	08/27/12	12/16/12	IUM	\$1514.00	History/Humanities
Knox, John	08/27/12	12/16/12	IUM	\$1514.00	Physical Education
Kuo, Daniel	08/27/12	12/16/12	IUM	\$1514.00	Economics
Lerma, Maria	08/27/12	12/16/12	IUM	\$1514.00	ESL
Livingston, Tab	08/27/12	12/16/12	IUM	\$1514.00	Math & Engineer
Lohman, Benjamin	08/27/12	12/16/12	IUM	\$1514.00	Forensics
Maran, Janice	08/27/12	12/16/12	IUM	\$1514.00	Physical Education
Marcina, Vesna	08/27/12	12/16/12	IUM	\$1514.00	Political Science
McComb, Helen	08/27/12	12/16/12	IUM	\$1514.00	History
Melrose, Charlene	08/27/12	12/16/12	IUM	\$1514.00	Psychology
Morgan, Arabian	08/27/12	12/16/12	IUM	\$1514.00	Bus & Computer
Mucciario, Thomas	08/27/12	12/16/12	IUM	\$1514.00	Chem/Phy Sci
Myers, Joy	08/27/12	12/16/12	IUM	\$1514.00	Allied Health
Naesse, Irene	08/27/12	12/16/12	IUM	\$1514.00	Geography
Norling, Marcella	08/27/12	12/16/12	IUM	\$1514.00	Phil/Relig Studies
Pettus, Candice	08/27/12	12/16/12	IUM	\$1514.00	Sociology
Raileanu, Lia	08/27/12	12/16/12	IUM	\$1514.00	World Language
Reed, Charlene	08/27/12	12/16/12	IUM	\$1514.00	Fam & Consu Sci
Ring, David	08/27/12	12/16/12	IUM	\$1514.00	Phil/Relig Studies
Savage, Jennifer	08/27/12	12/16/12	IUM	\$1514.00	Economics
Schneiderman, Robert	08/27/12	12/16/12	IUM	\$1514.00	Counseling
Sogo, Lisa	08/27/12	12/16/12	IUM	\$1514.00	Biology/Ecology
Soto, Ricardo	08/27/12	12/16/12	IUM	\$1514.00	Music
Whitridge, Roger	08/27/12	12/16/12	IUM	\$1514.00	Art
Wickremesinghe, M.	08/27/12	12/16/12	IUM	\$1514.00	Counseling
Zitter, Jeremy	08/27/12	12/16/12	IUM	\$1514.00	English

COUNSELOR OVERLOADS

Overload assignments for the following evening counselors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/12 to 12/16/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Barnes, Carol	2.00
Cabral, Marta	2.22

Cuellar, Eric	2.00
Duong, Nghia	2.00
Figueroa, Benjamin	2.00
Guillen, Alex	2.00
Guillen, Denia	2.00
Hogue, Steven	2.00
Katsuki, Anna	2.00
Kirch, Stacy	2.00
Marron, Elias	2.00
Nguyen, Jessica	1.77
Pham, Hue	2.00
Phillips, Clyde	2.22
Schneiderman, Robert	3.00
Wickremesinghe, Manoj	2.00

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/12 to 12/16/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Barnes, Carol	2.00
Cuellar, Eric	1.00
Duong, Nghia	2.00
Gordon, Lee	3.00
Kirch, Stacy	3.00
Marron, Elias	3.00
Wickremesinghe, Manoj	2.00

2. Substitute Faculty

Part time Faculty Substitutes

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2012-13 academic year.

Coastline College

Ozborn, Katherine

Golden West College

Hanania, Karen

Orange Coast College

Scarfone, Patricia

Walls, Laura

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:

Revision of Salary Placement due to Additional Education

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Means, Leland	OCC	Instructor, Sculpture	08/27/12	A-V-07*

*Revise from A-III-07 due to additional education

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

<u>Name</u>	<u>Wkly/Hrs</u>
Leighton, Kenneth	6.80

Justification: Class added late for the Star Program

4. Part time Faculty

Summer Assignments

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**

<u>Name</u>	<u>Wkly/Hrs</u>
Bassett, Maxine	6.8

Justification: Oversight at the department level

Orange Coast College

For the period **06/11/12-08/11/12**

<u>Name</u>	<u>Wkly/Hrs</u>
-------------	-----------------

Carter, John	8.156
Justification: Load sheet was misplaced	

FALL

Assignments during the period **08/27/12-12/16/12** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Adler, Roberta	8.625
Aprile, Judy	4.125
Ardolino, Maureen	1.500
Atallah, Joseph	7.500
Aubry, Michael	3.000
Bai, Hannah	7.500
Baitoo, Hilda	7.500
Barrett, Debra	9.750
Bashford, Sean	3.000
Blackman, Darin	3.750
Bouley, Harold	6.000
Buddine, Richard	3.750
Bund, Stefan	3.400
Calcanas, Christina	3.000
Capocciana, John	7.500
Caterina, Amy	7.500
Chabra, Shashi	6.000
Chambers, Malcolm	6.000
Chen, Eric	9.750
Chow, Brian	3.000
Cole, Maureen	9.000
Collins, Charles	2.250
Crawfis, Robert	6.000
Crowley, Erin	9.417
Dawes, Arthur	9.375
DeCarlo, Joseph	3.000
DeVoe, Todd	3.000
Del Carmen, George	3.000
Fitzgeorge, Brenda	9.000
Foreman, Jill	4.500
Gill, Tina	6.500
Henry, Charles	3.000
Hill, Kevin	3.750
Hoekstra, Thomas	7.500
Hollinden, Jody	4.250
Hurst, Geoff	7.500
Ildefonso, Nelson	8.000
Irvin, Teresa	6.000
Isbell, Donald	7.500
Jewell, Randall	3.000

Kerr, Jeffrey	7.500
Kosbab, Tina	8.625
Kroll, Stephen	10.00
Letterman, Bryce	6.500
Long, Barbara	7.500
Lowther, Gene	3.000
Lui, Edward	3.750
Mai, Maria	3.750
Marin, Iliana	4.000
Martenuk, Stephen	7.500
Masters, Melinda	9.000
Matar, Fadi	3.000
McLaughlin, Marta	9.750
Morin, Linda	3.000
Mungaray, Sally	1.500
Oelstrom, Jeanne	7.000
Offenhauser, Tyler	3.000
Ondracek, Theodore	3.000
Osborne, Dwight	3.750
Pasino, James	6.000
Pecoraro, Michaelene	3.000
Platfoot, Shirley	3.000
Riley, Kevin	7.500
Rives, Nicky	5.000
Rosen, Eugene	6.000
Sallee, Mark	3.000
Sampson, Kevin	6.000
Semer, Lynn	5.250
Smith, Ronald	9.000
Stachelski, Barbara	1.500
Stubblefield, Katie	3.000
Terry, Brenda	4.000
Thaler, Timothy	2.000
Worden, Mark	5.625

Golden West College

<u>Name</u>	<u>LHE</u>
Allen, Timothy	3.000
Aube, Susan	3.000
Bitting, Kenneth	3.000
Duenas, Yolanda	3.000
Fong, Nancy	3.000
Gibbs, Gregory	3.000
Jordan, Damien	3.000

5. Educational Administrator

None.

6. Classified Management

None

7. Classified Staff

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, rehires and transfers:

New Hire

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Franco, Patricia	DIST	Board Office Assistant	07/19/12	E-36-02	D-015-12

Transfer

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Bernard, Becky	GW C	Secretary 10mo	07/19/12	E-42-05	G-011-12

Revision to Revise Start Date

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Agag-Maxwell, Diana	CCC	Mil/Cont Edu Tech, Interm	05/21/12 *	E-45-05	C-016-12

*Revise from 05/14/12

8. Reassignment/Reorganization

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

Reassignment to Interim Position

Classified Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Kudlik, Richard	CCC	Interim Dir, Fiscal Services G-24	Interim Dir, Bus Services & Entrepreneurship G-28	07/01/12*

Justification: VP, Admin Serv position was approved at previous Board and Dir, Bus Svc & Entrepreneurship was added to salary schedule, before position could be put in place

Reorganization

Classified Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Wakim, Anis	OCC	Instr Food Serv Coord E-49	Food Service Operations Mgr G-12	06/01/12*

*Justification: Reorg was not finalized until after last Board deadline

Revision to Change Start Date for Reorganization

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Tran, Kathie	CCC	Student Fin Aid Superv G-15	Student Fin Aid Coordinator E-54	07/01/12*

*from 07/09/12

9. Classified Temporary Assignments

None.

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>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Ayala, Linda	CCC	07/29/12	06/30/13	818030-847523	M,T,W,TH,F
Hoang, Clinton	GWC	07/19/12	09/30/12	124036-349304	M,T,W,TH,F
Pao, Shuchiao*	CCC	07/01/12	06/30/13	120010-850101	M,T,W,TH,F
Raddavong, Buffie	CCC	07/19/12	06/30/13	818030-847510	M,T,W,TH,F
Ruiz, Myrna	CCC	07/19/12	06/30/13	124007-856101	M,T,W,TH,F
Stephenson, Thomas	OCC	07/23/12	06/30/13	124005-256205	M,T,W,TH
Svir, Chelsea	CCC	07/19/12	09/30/12	120182-856601	M,T,W,TH,F
Tran, Leo	OCC	07/30/12	08/16/12	124033-256058	M,T,W,TH,F
Vo, Jimmy	GWC	07/19/12	09/30/12	124036-349304	M,T,W,TH,F
Yi, Paul	OCC	07/30/12	08/16/12	124033-256058	M,T,W,TH,F
Zambrano, Antonio**	CCC	06/18/12	06/30/12	124077-851254	M,T,W,TH,F
	CCC	07/01/12	06/30/13	124077-851254	M,T,W,TH,F
Zein, Mervatt**	CCC	05/18/12	06/30/12	124077-851254	M,T,W,TH,F
		07/01/12	06/30/12	124077-851254	M,T,W,TH,F

*Justification: Paperwork received late from department

**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>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Beadle, Charlotte	OCC	07/19/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	07/19/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	07/19/12	06/30/13	120176-251045	M,T,W,TH,F
	OCC	07/19/12	06/30/13	124028-256041	M,T,W,TH,F
Bosilkovski, Igor	OCC	07/19/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	07/19/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	07/19/12	06/30/13	120176-251045	M,T,W,TH,F
	OCC	07/19/12	06/30/13	124028-256041	M,T,W,TH,F
Bui, Stephanie	OCC	07/19/12	06/30/13	124028-256041	M,T,W,TH,F
Bun, Chanvattanak	OCC	07/19/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	07/19/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	07/19/12	06/30/13	120176-251045	M,T,W,TH,F
	OCC	07/19/12	06/30/13	124028-256041	M,T,W,TH,F
Chung, Thanh	OCC	08/10/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	08/10/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	08/10/12	06/30/13	124028-256041	M,T,W,TH,F
	OCC	08/10/12	06/30/13	120176-251045	M,T,W,TH,F
Junor, Glen	OCC	08/10/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	08/10/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	08/10/12	06/30/13	124028-256041	M,T,W,TH,F
	OCC	08/10/12	06/30/13	120176-251045	M,T,W,TH,F
Kovell, Daniel	OCC	07/19/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	07/19/12	06/30/13	110001-201591	M,T,W,TH,F

	OCC	07/19/12	06/30/13	120176- 251045	M,T,W,TH,F
Lai, Tung	OCC	07/19/12	06/30/13	812001- 201592	M,T,W,TH,F
	OCC	07/19/12	06/30/13	110001- 201591	M,T,W,TH,F
	OCC	07/19/12	06/30/13	120176- 251045	M,T,W,TH,F
	OCC	07/19/12	06/30/13	124028- 256041	M,T,W,TH,F
Noriega-Goodwin, N.	OCC	08/10/12	06/30/13	812001- 201592	M,T,W,TH,F
	OCC	08/10/12	06/30/13	110001- 201591	M,T,W,TH,F
	OCC	08/10/12	06/30/13	124028- 256041	M,T,W,TH,F
	OCC	08/10/12	06/30/13	120176- 251045	M,T,W,TH,F
Tran, Bach	OCC	08/10/12	06/30/13	812001- 201592	M,T,W,TH,F
	OCC	08/10/12	06/30/13	110001- 201591	M,T,W,TH,F
	OCC	08/10/12	06/30/13	124028- 256041	M,T,W,TH,F
	OCC	08/10/12	06/30/13	120176- 251045	M,T,W,TH,F
Woodward, Wenying	GWC	09/01/12	06/30/13	110001- 324104	M,T,W,TH,F

Hourly/Temporary/Professional (Non Faculty) to perform skilled technical duties such as athletic training duties, production of student newspaper, maintain online classes, provide real time captioning (in-class text) for deaf students or assist with associated student programs in one or more of the following campus departments and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Castorena, Eunice	OCC	07/19/12	08/10/12	812020- 205401	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Argomaniz, Manuel	OCC	07/19/12	06/30/13	127005- 258900	M,T,W,TH,F
	OCC	07/19/12	06/30/13	812015- 263750	M,T,W,TH,F
Ramirez, Ismael*	OCC	06/18/12	06/30/12	812015- 263750	M,T,W,TH,F
	OCC	07/01/12	06/30/13	812015- 263750	M,T,W,TH,F
Silva, Tony	GWC	07/19/12	06/30/13	813015- 381401	S, SU

*Justification: Late submittal of paperwork by department

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Ho, Hong*	OCC	06/20/12	06/30/12	812035-212203	M,T,W,TH,F
	OCC	07/01/12	06/30/13	812035-212203	M,T,W,TH,F

*Justification: Late submittal of paperwork by department

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Nguyen, Erika	GWC	06/18/12	12/15/12	110001-347001	M,T,W,TH,F
Page, Elizabeth	CCC	07/30/12	09/25/12	818030-847517	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

Dang, Stephanie
 Hart, Kathy
 Hoshyarsar, Maryam
 Lu, Lauren
 Nguyen, Huy
 Parr, Matthew
 Penmetcha, Hemalalitha
 Rederscheid, Kristen
 Romero, Angela
 Schrock, Mark
 Tran, Steven
 Wood, Margie

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.

Orange Coast College

Enrich, Patrick
Hodgson, Lance
Kim, Myeongcheol
Lee, Adrienne
Lopez, Alejandro
Mai, Phat

Special Meeting
Board of Trustees
Coast Community College District

Board Conference Room

4:00 p.m.

Monday, June 25, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on June 25, 2012 in the Board Conference Room at the District Office, located at 1370 Adams Avenue, Costa Mesa, CA 92626.

1. Call to Order

Board President Moreno called the meeting to order at 4:00 p.m.

2. Roll Call

Trustees Present: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Student
Trustee Torre

Trustees Absent: None

Trustees Absent: None

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Convene To Closed Session

The Board recessed to Closed Session at 4:05 p.m. to discuss the following:

- a. Public Employment** (Pursuant to Government Code Section 54957 (b)(1)
Public employment materials are available upon request from the Board of Trustees Office

Position: Interim Administrative Director, Workforce Economic Development

- b. 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 Pham 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

c. Conference with Legal Counsel: Anticipated Litigation

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

Construction delays at Golden West College

d. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Positions: Chancellor, President and Vice Chancellor

e. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

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

Employee Organizations:

5. Reconvene to Open Session

The Board reconvened to Open Session at 6:18 p.m.

6. Report of Action from Closed Session

Mr. Daryl Betancur, Interim Secretary of the Board of Trustees, reported that for **Item 4 a. Public Employment**, on a motion by Trustee Hornbuckle, seconded by Trustee Grant, the Board approved the appointment of Sally Salinas-Rumps as Administrative Director, Workforce Economic Development, CCC, subject to amendments to Paragraphs 5 and 11 of the Employment Agreement.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

Additionally, for **Item 4 e. Conference with Labor Negotiator**, on a motion by Trustee Hornbuckle, seconded by Trustee Grant, the Board approved a Memorandum of Understanding with the Coast Federation of Educators (CFE) regarding SLO Coordinators Outcomes at Golden West College.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
 Noes: None
 Absent: Student Trustee Torre
 Abstain: None

7. CCC - Approval of Employment Agreement, Administrative Director, Workforce Economic Development

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board approved the Employment Agreement as amended, for Sallie Salinas-Rumps, CCC, to serve as Administrative Director, Workforce Economic Development, for the period commencing on July 1, 2012 and ending June 30, 2013 or when funding for this position is discontinued, whichever comes first. 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.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
 Noes: None
 Absent: None
 Abstain: None

8. Nominations for Appointment to the Orange County Legislative Task Force for FY 2012-13

On a motion by Trustee Moreno, seconded by Trustee Patterson, the Board voted to approve the nomination of Trustee Mary Hornbuckle to serve as the Board's representative to the Orange County Legislative Task Force for Fiscal Year 2012-13.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
 Noes: None
 Absent: None
 Abstain: None

9. GWC - Educational Administrator - Reassignment/Release

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve Omid Pourzanjani, Dean of Golden West College, to serve the California Community College Systems Office effective July 1, 2012 without loss of salary. Replacement funding to be provided by the State Chancellor's Office. Specific dates and title to be provided subsequently when a revised employment agreement is presented to the Board.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
 Noes: None
 Absent: None
 Abstain: None

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to add an urgent item to the Closed Session agenda:

c. Conference with Legal Counsel: Anticipated Litigation

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

Discussion Related to Board of Supervisors' Action

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

The Board recessed to Closed Session at 6:22 p.m.

The Board reconvened to Open Session at 6:31 p.m.

There was no action to report from Closed Session.

10. Adjournment

There being no further business, on a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to adjourn the meeting at 6:35 p.m.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

Interim Secretary of the Board of Trustees

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

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 67040 Use of Facilities and Co-sponsored Events

Education Code 82537, 82542

The use of college facilities, including fee schedules for District and Non-District users, shall be governed by rules and regulations established by the Board of Trustees in accordance with the Education Code.

The District may co-sponsor the use of its facilities for activities that provide a clear benefit to the District. The Chancellor and/or College President shall authorize all co-sponsorship activities. The District Offices and each College shall maintain records of co-sponsored activities and shall submit an annual report of such co-sponsored activities to the Vice Chancellor, Finance and Administrative Services, by no later than June 30th of each year. This report shall set forth the estimated amount of rental fees the District Offices and/or the Colleges may have realized had the co-sponsorship of the activity not occurred. See BP/AP 3903, Free Speech for Civic Center Related Items.

Adopted September 3, 1986
Revised February 16, 2011
Replaces CCCD Policy 040-2-1, Fall 2010
Revised **August** __, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

ABP 67002 Usage Fees for Facilities and/or Equipment
Coastline – Golden West – Orange Coast

Education codes 81550-81553

All facility requests are processed through the individual campuses. User fees listed below are in addition to staffing fees (\$40.00 per staff per hour). Rates listed are all per hour. All equipment and personnel requests are coordinated through the following offices: Coastline Administrative Services; Golden West Administrative Services and Community Services; Orange Coast Maintenance & Operations and Bursar's Office.

CLASSROOMS	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Up to 50	\$25.00	\$35.00
Up to 100	\$35.00	\$45.00
Up to 150	\$40.00	\$45.00
Up to 210	\$50.00	\$65.00
Up to 400	\$130.00	\$175.00
Lab Classroom	\$40.00	\$50.00
Computer Center/Lab	\$80.00	\$105.00

PARKING LOTS (4 hour minimum)

Per Space	\$5.00	\$7.00
-----------	--------	--------

GYMNASIUM & RELATED

Additional deposit required for damages or unusual clean-up. Amount to be determined by campus personnel. Full or partial refund will be returned following inspection of facility after event has occurred.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Small Gym Floor	\$100.00	\$155.00
Large/Main Gym Floor	\$150.00	\$235.00
Dance Room	\$50.00	\$90.00
Strength/Fitness Studio	\$75.00	\$140.00
Foyer Area	\$35.00	\$45.00
Weight Room	\$75.00	\$140.00
Locker Room (per room)	\$45.00	\$80.00
Aerobics Room	\$45.00	\$80.00
Cardio Lab	\$45.00	\$80.00
Biddle Field	\$45.00	\$80.00

ATHLETIC FIELDS

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Track	\$75.00	\$140.00
Soccer	\$75.00	\$140.00
Practice Soccer	\$45.00	\$80.00
Softball Fields	\$115.00	\$165.00
Utility Fields	\$45.00	\$80.00
Baseball Field (90 min + \$40.00)	\$115.00	\$165.00
Par Course	\$115.00	\$165.00
Practice Football	\$45.00	\$80.00

TENNIS/OUTDOOR COURTS

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Tennis (Per court)	\$15.00	\$20.00
Volleyball/Basketball	\$35.00	\$45.00
Handball (GWC only, per court)	\$15.00	\$20.00

POOL

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Renter provided		
Certified Lifeguard required	\$80.00	\$115.00

OTHER FEES – ATHLETICS

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

- | | |
|------------------|------------|
| 1. Microphone | \$10.00/hr |
| 2. P.A./Stereo | \$40.00/hr |
| 3. Scoreboard | \$40.00/hr |
| 4. Event Markers | \$40.00/hr |

LEBAR STADIUM (4 hour minimum)

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
(No services)		
School games	\$400.00	
CIF Playoffs	\$600.00	
Non-profit Use	\$750.00	
Football Practice	\$275.00	
Commercial Use		\$1,500.00

Locker Rooms, Utility Fields, Strength lab, Handball 101 (classroom) and Training Room additional fees.

- Staffing at \$40 per person per hour.
- Lighting \$250

LEBAR STADIUM PARTIAL DAY USE RATES

(One rate for both Non-Profit and Commercial)

Stadium and Field House

1. Use of Stadium and Field House where wear and tear would occur to the facility: (i.e. football, soccer or rugby practice, etc.)
 - a. First hour \$400
 - b. Each additional hour \$180 (not to exceed 3 hours)
 - c. Labor costs not included Staffing at \$40 per person per hour.

2. Use of Stadium and Field House where no wear and tear would occur to the facility: (i.e. team pictures, commercial shoots, etc.)

- a. First hour: \$180
- b. Each additional hour \$60 (not to exceed 3 hours)
- c. Labor costs not included Staffing at \$40 per person per hour.

OCC HORTICULTURE GARDENS	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Garden	\$90.00	\$120.00
OCC QUAD	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Quad	\$90.00	\$120.00
OCC STUDENT CENTER	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Conference Rooms	\$15.00	\$20.00
Lounge	\$90.00	\$120.00
Main cafeteria Floor Area	\$135.00	\$190.00
Captain's Table	\$90.00	\$120.00
GWC COMMUNITY CENTER	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Cafeteria (4 hours min)		
Meetings and Seminars	\$115.00	\$165.00
Dances	\$150.00	\$235.00
College Center Patio	\$35.00	\$45.00
GWC COMMUNITY CENTER	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Room 102 (Dining Room)	\$35.00	\$75.00
With Kitchen Fee	\$15.00	\$20.00
OCC DRAMA LAB	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Lab	\$165.00	\$235.00
OCC ART GALLERY	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Main Gallery	\$100.00	\$165.00
Children's Gallery	\$50.00	\$75.00
OCC ART CENTER	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Foyer	\$115.00 ¹	\$165.00
OCC FACULTY HOUSE	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Lounge	\$35.00	\$75.00
GWC QUAD	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Quad	\$90.00	\$120.00
GWC AMPHITHEATER	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Theater	\$145.00	\$250.00

GWC THEATER (4 hour minimum)

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Performance	\$200.00	\$300.00
Rehearsal	\$100.00	\$150.00

Basic usage fees include:

1. Main floor (340 seats)
2. Front and side stages
3. (1) Technical Coordinator (required)
4. (1) House Manager (required-performance only)
5. (30) lights-flat lighting plot
6. (2) dressing rooms-men's/ladies
7. (1) cashier's booth
8. (1) microphone on stand or podium
9. (1) tape deck and use of Theater sound system

Other fees not included in basic usage fee:

1. Technical Coordinator (required) \$45.00/hr
2. Fly crew person \$35.00
3. Lighting instruments \$10.00/instrument
4. Wireless microphone system \$450.00/day
5. Sound technician \$40.00/hr
6. Lighting technician \$40.00/hr
7. Stage technician \$35.00/hr
8. Spot light technician \$30.00/hr
9. Cashier \$25.00/hr
10. Spot Light \$100.00/4hrs
11. Stage Manager (required to be provide by renter)
12. Usher (4 required to be provided by renter)

GWC STAGE WEST

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Performance	\$100.00	\$145.00
Rehearsal	\$75.00	\$80.00

Basic usage fees include:

1. Full use of facility
2. 4-hour use of house
3. (1) technician

Other fees not included in basic usage fee:

1. Additional Staff
2. Custodial(hourly basic)

736

use):

he tech

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$150.00	\$225.00

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$250.00	\$350.00

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$300.00	\$450.00

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
BASIC DANCE CONCERT/VARIETY SHOW	\$300.00	\$450.00

1. Full Stage
2. House (916 seats)
3. One hundred twenty-eight (128) lighting instruments
4. Two (2) technicians
5. Two (2) dressing rooms (if available)
6. Ticket booth
7. Six (6) microphones, stand and cables, tape or CD playback
8. House sound system (Board, EQ, speakers, amps, etc.)

FEES NOT INCLUDED IN BASIC USAGE FEES

- | | |
|--------------------------------|------------------------|
| 1. Staff Technician (overtime) | \$45.00/hr |
| 2. One hour manager (overtime) | \$35.00/hr |
| 3. Lighting instruments | \$10.00 per instrument |
| 4. Wireless microphone system | \$60.00 per channel |
| 5. Spotlight | \$100.00/4 hrs |

EQUIPMENT RENTAL CHARGES-PER DAY CCC-GWC-CCC

Overhead	\$10.00
Caramate	\$15.00
Lecternette	\$15.00
Microphone/Cable	\$10.00
Data Projector	\$75.00
25" Color TV/VHS Cart	\$40.00
Stereo Cassette Player	\$10.00
PA System/Portable Speak Mic	\$50.00
LCD Projector	\$100.00
Pianos (Requires tuning each way (one for stage and one for rental paid by user)	
Upright	\$150.00 or current cost of tuning
Grand	\$200.00 or current cost of tuning

Extra Charges-Prevailing hourly rates (minimum \$40 per person per hour) including fringe benefits will be assigned.

1. Projectionist
2. AV technician
3. Lifeguards
4. Locker room attendant
5. Special security
6. Scoreboard operations
7. Extra Custodial
8. Security
9. Stage hands-special set-ups
10. Food service workers
11. Any other school employees required to work

BOATHOUSE RENTAL FEES/OCC

Entire Facility -full day
Entire Facility-half day

NON-PROFIT

\$2,000.00
\$1,500.00

COMMERCIAL

\$5,000.00
\$2,000.00

Ground level areas including 100 linear feet of dock space (excluding lower bays)

Ground Level-full day
Ground level-half day

\$600.00
\$400.00

\$1,000.00
\$750.00

Upstairs bay view classroom maximum (50) persons day/eves

Upstairs-full day
Upstairs-half day

\$250.00
\$155.00

\$500.00
\$350.00

Upstairs bay view classroom maximum (125) persons day/eves

Upstairs-full day
Upstairs-half day

\$450.00
\$300.00

\$650.00
\$450.00

NON-PROFIT**COMMERCIAL**

Conference Room-Water View (12) people

Conference room-full day
Conference room-half day

\$200.00
\$125.00

\$400.00
\$250.00

Kitchen usage-half day

\$50.00

Kitchen usage-full day

\$75.00

NOTE: Half day is four hours or less; anytime between 7:00 a.m. and 5:00 p.m.

Full day is more than four hours; anytime between 7:00 a.m. and 5:00 p.m.

Evening is anytime between 6:00 p.m. and 11:00 p.m.

Weekend and weekday rates are the same

District Conference/Board Rooms (4 hours minimum) NON-PROFIT COMMERCIAL

Room A (A120-02) - Seats 14

\$120.00

\$150.00

Room D (B230-06) - Seats 8

\$100.00

\$125.00

Room E (B220-01) - Seats 14

\$120.00

\$150.00

Room F (B200-01) - Seats 16

\$140.00

\$175.00

Room G (B210-06) - Seats 8

\$100.00

\$125.00

Room H (B200-07)* - Seats 20

\$160.00

\$200.00

Room I (C310-07) - Seats 20

\$140.00

\$175.00

Board Room* - Seats 180 **

\$600.00

\$750.00

All conference rooms and Board room are available only during District business hours between 8:00 a.m. and 5:00 p.m. Rooms are not available on weekends or District holidays.

*** Projector and screen available for use in these rooms. Additional staffing charges will apply.**

**** Arrangement must be made a minimum of ten (10) business days in advance of the event to execute a contract determining the technical assistance needed.**

RESTRICTED USE OF DISTRICT SERVICES, FACILITIES, OR EQUIPMENT BY DISTRICT EMPLOYEES

No employee of the Coast Community College District shall use any shop or laboratory facility or equipment of the District (excluding recreational facilities) on personal projects or for personal benefit unless such use has been approved by the administration in charge as making a contribution to the educational program, or unless the employee is enrolled in the program as a student. Employees shall pay the established rate, if any, for services offered by any instructional program the same as would students or members of the community. Any work or service performed for any employee shall be done only when consistent with the current instructional objectives of the particular program and if the performance of that same work or service is available to students or members of the community.

ORANGE COAST COLLEGE AND GOLDEN WEST COLLEGE PHYSICAL EDUCATION Facility Usage by District Employees

During Staffed Hours:

During Non-Staffed Hours:

OCC/GWC physical education staff with key access to department facilities may use such facilities and supervise the use by other staff members with the approval of the Physical Education and Athletics Dean. Non-staff individuals may not use such facilities without the written approval of the Dean.

DISPOSITION OF DISTRICT PROPERTY

The Board shall adhere strictly to procedures prescribed by the Education Code in the sale or lease of real property.

The Board shall authorize the disposal of surplus or obsolete supplies and equipment which are no longer suitable for District purposes and authorize the Chancellor or designee to dispose of such supplies and equipment in conformance with the law and District procedures.

Education Code 81360-81380, 81450-81459

LENDING OF EQUIPMENT

District property or equipment shall not be loaned to any individual or any organization for private use. District property or equipment may be loaned to other school districts or to public agencies in accordance with the Education Code. Such loans, in reasonable amounts and for reasonable periods, shall be the responsibility of the Chancellor following recommendation by one or more of the college presidents or the Vice Chancellor, Administrative Services.

Adopted September 18, 1985

Revised September 7, 1989

Revised April 5, 1994

Revised September 11, 1996

Revised June 25, 1997

Revised August 17, 2005

Revised February 16, 2011

Replaces CCCD Policy 040-2-1.1, Spring 2011

Administrative Procedure Revision, August __, 2012

Coast Community College District

BOARD POLICY

Chapter 4

Business Operations

BP 6964550 Disposition of District Property

Education Code 81360-81380, 81450-81459

The Board shall adhere ~~strictly to the requirements~~ ~~procedures~~ prescribed by the Education Code in ~~when the sale selling or or leasing~~ of real property.

The Board shall authorize the disposal of surplus or obsolete supplies and equipment that are no longer suitable for District purposes. The Board authorizes the Chancellor or designee to dispose of such supplies and equipment in ~~conformance~~ **compliance** with ~~state the law and~~ District procedures.

Adopted September 3, 1986

Replaces CCCD Policy 040-2-3, Fall 2010

Revised **August** __, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69656551 Sale or Lease of Real Property

Education Code 81370, 81371, 81372

The District's Board of Trustees authorizes the Vice Chancellor, Finance and Administrative Services, or its designee, to perform any required actions under Education Code Sections 81370 and 81371. The Vice Chancellor, Finance and Administrative Services, or the **Board's** designee, shall receive all oral bids or sealed proposals for matters relating to the sale or lease of real property. The Vice Chancellor, Finance and Administrative Services, or **the Board's** designee, shall provide the Board, or its designated committee, with periodic updates concerning the sale or lease of Real Property within the District. No sale or lease of real property shall be conducted without prior Board approval.

Adopted November 20, 1985
Replaces CCCD Policy 040-2-12
Revised **August** ____, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69666552 Land Utilization/Joint Use Development

The Board of Trustees endorses the concept of joint use development of surplus **and non-surplus** parcels of property owned by the Coast Community College District. ~~in considering an for such development of any parcel, the resolution shall also specify the intended usage of any proceeds derived bearing in mind the needs of the District and its campuses and facilities.~~ **Any enabling** resolution presented to the Board for the development of any land parcel shall also specify the intended usage of the parcel, and the compatibility of the intended use with any ~~proceeds derived bearing in mind the needs of the District, and its campuses, and the neighboring community. and facilities.~~

Adopted November 18, 1987
Replaces CCCD Policy 040-2-13, Fall 2010
Revised August __, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69706531 Transportation Regulations

Education Code 82305.6

When transportation of students and District personnel on District-authorized field trips and overnight trips is provided, **it shall be consistent with California law and such regulations** established by the Chancellor. **Such regulations shall be published as an Administrative Procedure.**

Adopted June 15, 1988
Revised February 21, 1996
Replaces CCCD Policy 040-5-1, Spring 2011
Revised August __, 2012

**Coast Community College District
BOARD POLICY
Chapter 4
Business Operations**

BP 69747131 Mileage Reimbursement

Education Code 72423, 87032

Board Members and District Employees shall be reimbursed ~~at by a mileage rate the~~ **prevailing mileage rate** to be established by the **Internal Revenue Service, unless the employee is otherwise compensated by a monthly mileage stipend.** ~~Board of Trustees.~~

~~Any Such reimbursement shall be for travel by private vehicle on District business~~ **must be** approved by specified action of the Board of Trustees, ~~-or by the designated District or College official authority.~~ Claims for reimbursement **for mileage** must be submitted for the month **in which they were accrued by no later than** the end of the following month.

~~The mileage reimbursement rate for District employees shall be the same as the current Internal Revenue Service Standard Mileage Rate.~~

Adopted June 20, 1984
Revised Annually January 1
Revised January 20, 1999
Replaces CCCD Policy 040-5-2, Spring 2011
August__, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69727401 Attendance at Meetings, Conferences and Conventions

Education Code 72423, 87032

The Board may authorize a Attendance at meetings, conferences, and conventions ~~will be authorized~~ when such attendance bears a direct and vital interest to the District. **Requests for attendance at meetings, conferences, and/or conventions should contain e** Evidence should be presented at the time of the request with respect to the manner in which ~~setting forth the basis on which t~~ the District would be benefited as the result of such attendance. **This Policy shall be implemented consistent with existing collective bargaining agreements.**

Regulations governing District-employee attendance and participation in off-campus meetings, conferences, and conventions with Board approval shall be established by the Chancellor. ~~and published in Administrative Procedure 0040-5-3.~~ Attendance at meetings and conferences shall be approved by the Board of Trustees, **however** ~~—~~ the Chancellor is authorized to exercise judgment in the event of ~~extreme hardship,~~ **critical need,** ~~—~~ or substantial impairment to the District. The District shall not unreasonably deny an employee such authorization.

Revised, August ___, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69732716(A) — Participation in Events That Which Include a Charitable Contribution or Political Donation

The Board of Trustees stands opposed to **funding** the participation of by Board members or employees in at events or conferences if the price of the dinner or admission to the event or conference includes in part, or in whole, a charitable contribution or a political donation. **This policy is not intended to prohibit Board members from having the District pay for the member's dinner or admission where the proceeds raised at the event are for the raised primarily for the benefit of a District or college foundation, or such other organization which benefits the District or its colleges.**

Adopted November 5, 1986
Replaces CCCD Policy 040-5-3.1, Spring 2011
August__, 2012

Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 69747132 Participation in Overnight Athletic Events

Coaches who accompany students on Board approved overnight trips for Commission on Athletics approved sports **activities** shall be reimbursed a flat rate of \$80 without receipts, or up to \$125 with appropriate **itemized** receipts, per overnight stay to cover lodging and meals.

Bus drivers who provide transportation for events for students or District employees will be reimbursed for lodging (private room) and meals at an amount not to exceed Board approved District-wide conference allowances.

Adopted January 17, 1989
Revised February 21, 1996
Revised November 18, 1998
Replaces CCCD Policy 040-5-4, Spring 2011
Revised August , 2012

**RIVERSIDE COMMUNITY HOSPITAL
AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1st day of May, 2012 by and between Coast Community College District ("District"), a public educational entity which operates Orange Coast College (collectively referred to as "School") and Riverside Healthcare System, L.P. d/b/a Riverside Community Hospital (hereinafter referred to as "Hospital").

WITNESSETH:

WHEREAS, School offers a clinical learning experience to enrolled students in a degree program (hereinafter referred to as "Student(s)") in the field of Clinical Echocardiology & Cardiovascular; and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facilities available to School for such purposes.

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

I. RESPONSIBILITIES OF SCHOOL.

A. Clinical Program: School shall be responsible for the implementation of its Clinical Rotation Program (hereinafter referred to as "Program") at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

1. Selection of Students who will participate in the Program;
2. Assist Hospital with orientation of Students to the clinical experience at Hospital;
 - a. Assure that Students assigned to Hospital, prior to any observation period or participation in any clinical experience, has received training in Blood Borne Pathogens and Standard Precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Hospital upon request;

3. Preparation of Student rotation schedule for each Student and coordination of same with Hospital;
 - a. Notify the Hospital in advance of the planned Training Experience, to include area, date of arrival, and names of the Students. This schedule shall be subject to the Hospital's approval, which approval shall not be unreasonably withheld. Scheduling of the training experience can be deferred to the Inland Empire Consortium.
4. Continuing oral and written communication with Hospital regarding Student performance and evaluation, absences and rotations of Students, and other pertinent information deemed necessary for the Program;
5. General supervision of Students and their performance at Hospital;
 - a. Nursing students will require a clinical instructor from the school on site when engaging in patient care activities and medication administration.
6. Assure Student's compliance with Hospital's policies and procedures, rules and regulations, including maintaining confidentiality with respect to all confidential information acquired in the course of the Training Experience. No use, disclosure or duplication of any patient's medical record is permissible. Any violation of this section will result in immediate termination of the Student's clinical experience.
7. Performance of such other duties as may from time to time be agreed to between School and Hospital.
8. Conducted search of Office of Inspector General (OIG) List of Excluded Providers,
 - a. School represents and warrants that it has checked the OIG List of Excluded Providers (hereinafter referred to as "List") and that School and no Students provided under this Agreement appear on said List. Further, School represents and warrants that School and no Student provided by School under this Agreement is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that School becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or School personnel who become so sanctioned or excluded during the term of this Agreement shall be immediately removed from the Hospital by School, if applicable, and shall be thereafter, as pertains to this Agreement, excluded from the Hospital. Removal of any excluded Student or School personnel pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.

9. School shall provide proof of compliance of School's obligations pursuant to this Section (I.A.8.a) promptly upon request by Hospital. Failure to comply with the obligations of this Section shall be deemed a material breach of this Agreement. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section shall be deemed a material breach of this Agreement and give Hospital the right to immediately terminate this Agreement for cause.

10. School shall maintain records and reports of the Student's Training Experience for a period of not less than six (6) years.

11. All Students participating in the Program at Hospital shall be accountable to the Hospital's Chief Executive Officer or his/her designee.

B. Student Statements: School shall require each Student participating in the Program to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Protected Health Information, Confidentiality, and Security Statement in the form attached hereto as Exhibit B.

C. Health of Students: All Students participating in the Program shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by California law. The Student shall be responsible for arranging for the Student'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; Breaks: School shall require the Students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's dress code policies applicable to like employees. All Students shall wear the designated badge identification at all times while participating in the Training Experience. All Students shall remain on the Hospital premises for breaks, including meals, during a scheduled rotation. Students shall pay for their own meals at Hospital.

E. Performance of Services: All Students participating in the Program shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. Neither School nor its Students shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital, Students with sufficient experience to have meaningful participation in a clinical experience without disruption to patient care or any other Hospital operations.

F. Clinicals Involving Rotations in Radiology or Radiology Technology Programs:

1. It is the option of the pregnant Student to declare or not to declare her pregnancy to the Program director or School. According to the Nuclear Regulatory

Commission, a declared pregnant woman means a woman who has voluntarily informed her employer, in writing, of her pregnancy and the estimated date of conception (10 CFR20 definitions 20.1003).

2. If the Student chooses to voluntarily inform the Program director or School of her pregnancy, it must be in writing. In the absence of this voluntary written disclosure, a Student cannot be considered pregnant and will continue her Program without modification.
3. The Hospital will be notified of the student's declared pregnancy and be given a copy of the written pregnancy declaration.
4. For the protection of the fetus, the following Program requirements and modifications are available for declared pregnant Student upon submission of the written declaration of pregnancy.
 - a. The declared pregnant Student in clinicals involving Radiology or Radiology Technology Student will:
 - i Submit a physical exam report from her physician documenting that she may continue in the clinical clinicals involving Radiology or the Radiology Technology Program.
 - ii Sign a waiver indicating acknowledgment of and responsibility for the potential risks to herself and the fetus working in the clinical setting, releasing the School and Hospital of any responsibility during this time.
 - iii Follow all policies and procedures of the Hospital.
 - iv Wear two thermoluminescent dosimeter badges (hereinafter referred to as TLD badges) to monitor radiation, one at the collar and the other at the waist.
 - v Fulfill all requirements of the School as they pertain to clinical education competency and academic education.
 - vi Not exceed 500 mrem (fmSv), the maximum permissible occupational exposure dose equivalent to the embryo-fetus during the entire gestation period of the student technologist. (NRC Regulations:10 CFR 20.1208)
 - vii Have the following admission/readmission options:
 01. May postpone entry until the following year, if pregnancy declared before beginning of the program
 02. May return to the program after the pregnancy, if unable to fulfill the academic or clinical requirements
 - viii Have the following clinical modifications:
 01. May postpone portable and fluoroscopy procedures and specific duties associated with patients having intracavitary or interstitial sources of gamma radiation (radium or cesium) until after the pregnancy.
 02. May make up missed clinical time due to pregnancy or immediate post-natal care, and may accumulate clinical time prior to the expected delivery date. Arrangements must be

made with the Clinical Coordinator and Clinical Instructor for the School and Hospital.

II. RESPONSIBILITIES OF HOSPITAL.

- A. Hospital shall accept the Students assigned to the Program by School and cooperate in the orientation of all Students to Hospital. Hospital shall provide the opportunities for such Students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute patient care, to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate the Students' rotation and assignment schedule with its own schedule and those of other educational or training institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- B. Appoint a Designated Representative who shall communicate with the School Clinical Coordinator for the purpose of implementing and coordinating the Training Experience at Hospital. The Hospital's Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;
- C. Upon the request of School, Hospital shall assist School in the evaluation of each Student in the Program. Hospital will maintain attendance and progress records and reports on Student performance and provide evaluation of each Student to School on forms provided by School when specified and agreed upon with the individual School. School shall at all times remain solely responsible for the overall evaluation of Student and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.
- D. The Hospital will provide emergency medical treatment in the event of an accident or injury. All expenses for the emergency treatment are the responsibility of the Student. Student is responsible for all follow-up treatment after emergency treatment has been given.

III. NO EMPLOYMENT.

Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School. Any courtesy appointments to faculty or employees of School by Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

IV. WITHDRAWAL OF STUDENTS.

- A. Hospital may immediately remove from the premises any Student 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 Student or other employee or agent of School 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 Hospitals and/or its patients. In such event, said individual's participation in the Program shall immediately cease.

V. SCREENING OF SCHOOL'S PERSONNEL

- A. School shall, in a timely manner at either School's expense or the Student's expense, conduct (or have conducted) a background check on each and every Student assigned to the Program and any other employee or agent of School responsible for supervision and/or instruction in the Program at Hospital. If School has Students or other employees or agents on-site at Hospital prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check on such persons. The background check for Students, and any other employee or agent of School providing supervision and/or instruction in the Program at Hospital, shall include, at a minimum, the following:

1. Social Security Number Verification;
2. Criminal Search (7 years or up to 5 criminal searches);
3. Employment Verification to include reason for separation and eligibility for re-employment for each employer;
4. Violent Sexual Offender and Predator Registry Search;
5. HHS/OIG List of Excluded Individuals/Entities;
6. GSA List of Parties Excluded from Federal Programs;
7. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
8. Applicable State Exclusion List, if one.

- B. The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

1. Education verification (highest level);
2. Professional License Verification;
3. Certification & Designations Check;
4. Professional Disciplinary Action Search;
5. Department of Motor Vehicle Driving History, based on responsibilities;
6. Consumer Credit Report, based on responsibilities.

- C. Should the background check disclose adverse information as to any Student and/or employee or agent of School involved in the Program, School shall immediately remove such individual from participation in the Program at Hospital.

- D. Hospital will be provided with a drug screen on each referred Student, to incorporate a seven panel drug screen prior to the start of the Student's initial clinical rotation at

Hospital, at the Student's expense. Should the Student withdraw from the School program, the Hospital shall be provided with another drug screen upon the Student's re-enrollment to the Program. The seven-panel drug screen shall include testing for: cocaine, PCP, Marijuana, Amphetamines, Opiates, Barbiturates, and Benzodiazepines. Per Hospital request, all Students may be requested to undergo a blood test, urinalysis, "Breathalyzer" test or other diagnostic test under the following circumstances:

1. Where there is reason to believe in the opinion of the Hospital that a Student: (a) is under the influence of, or impaired by, alcohol or drugs (prescribed or non-prescribed) while on Hospital property or during working hours, or (b) has come to the hospital, with a measurable quantity of drugs in blood or urine. Both situations described above include, but are not limited to, circumstances where a Student is involved in a work-related accident/incident involving a patient and/or employee.
2. Where there is any unusual occurrence which, in the opinion of the Hospital, could indicate Student's use of alcohol or drugs.
3. On a random or blanket basis where, in the opinion of the Hospital, such diagnostic testing is appropriate.
4. Any violation of this policy, including the refusal to submit immediately to a requested search or test, or a positive result on such test(s), may result in the immediate termination of the clinical rotation for individual(s) identified.

VI. INDEPENDENT CONTRACTOR.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Students or employees 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 Students, employees or agents of School shall look to Hospital for any salaries, insurance or other benefits.

VII. CONFIDENTIALITY.

School and its agents, Students, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. Notwithstanding the foregoing, Hospital acknowledges that School will make this Agreement available to the Board of Trustees of the District, and, as such, this Agreement will become a matter of public record in accordance with state law. Such disclosure shall not be considered a breach of this

Section VII.

VIII. **INDEMNIFICATION AND INSURANCE**

Deleted: 1

A. Indemnification:

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School, its employees, agents and representatives under this Agreement, including, but not limited to, claims for personal injury, professional liability. School shall also indemnify Hospital for claims of employee related benefits should any of their employees attempt to assert they were employed by the Hospital under this Agreement. School shall not be required to indemnify Hospital for the conduct of Students; provided, School and/or the Students provide to Hospital a Certificate of Insurance coverage covering their acts and omissions under this Agreement, prior to rotating at the Hospital.

Hospital shall indemnify and hold harmless School and its officers, agents, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its officers, representatives and employees under this Agreement, including, but not limited to, claims for personal injury or professional liability.

B. Insurance:

School shall maintain for itself and shall provide to the Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in amounts acceptable to and with insurance carriers or self insurance programs approved by Hospital, in accordance with Hospital's bylaws, rules, and regulations.

1. Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than \$1,000,000. Such insurance shall include personal injury with an annual aggregate limit not less than \$3,000,000.
2. School shall secure and maintain for each Student participating in the Training Experience medical professional liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. School warrants and represents that Students are not employees of the California System of Higher Education, its institutions, or of the State of California.
3. Hospital and School shall each maintain Workers' Compensation insurance for their own employees, as required under California State law; such insurance shall include Employer's liability with a limit not less than \$1,000,000 each occurrence.

C. Continuous Coverage

Such insurance shall be on an occurrence or claims made form. If such insurance is on a claims made form, all acts and omissions of its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this Agreement allowing School to purchase claims made coverage. In order for the acts and omissions of School to be "continually covered" there must be insurance coverage for the entire period commencing with the effective date of this agreement and ending on the date that is at a minimum three (3) years after the final termination date of this agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the effective date of this agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, School shall purchase either a three-year Extended Reporting (tail) coverage applicable to all claims arising during the term of this agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the effective date of this agreement. School shall produce evidence of the above-referenced insurance placements/coverages upon request.

D. Insurance Company

All required insurance shall be placed with an insurance company or companies licensed to do business in the State of California.

IX. RECORDS

Any records that are generated as part of the Students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its Students agree to keep and maintain any and all medical records as may be required by federal, state, or local law and regulations and Hospital policies and procedures.

X. TERM; TERMINATION.

A. The initial term of this Agreement shall commence on May 1, 2012 and end on December 31, 2014.

B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party.

XI. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibit 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.

XII. 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.

XIII. CAPTIONS.

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

XIV. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

XV. GOVERNING LAW.

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

XVI. ASSIGNMENT; BINDING EFFECT.

School or Hospital may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Hospital may assign this Agreement to any successor to all, or substantially all, of the Hospital's operating assets or to any affiliate of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

XVII. NOTICES.

All notices, requests, demands or other communications hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Riverside Community Hospital
4445 Magnolia Ave
Riverside, CA 92501
Attention: Contracts Department

Copy to: Legal Department
One Park Plaza
Nashville, Tennessee 37203
Attention: Operations Counsel

If to School: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA. 92626
Attn: Chancellor

and Health Sciences

Copy to: Kevin Ballinger, Dean Consumer

Deleted: 1

Orange Coast College
2701 Fairview Rd.
Costa Mesa, CA 92628

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

XVIII. HIPAA REQUIREMENTS

To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." School agrees to enter into any further agreements that are necessary to facilitate compliance with HIPAA Requirements, provided that such agreements acknowledge that School is not a Business Associate of Hospital.

School shall direct its Students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HITECH Act, HIPAA Federal Privacy

Regulations and the Federal Security Regulations. Solely for the purpose of defining the Students' role in relation to the use and disclosure of Hospital's protected health information, the Students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Students are not and shall not be considered to be employees of Hospital.

XIX. CIVIL RIGHTS

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

XX. EXECUTION OF AGREEMENT. This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

(Signatures to follow on next page)

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Orange Coast College

By: _____

**Kevin Ballinger, Dean
Consumer & Health Sciences**

Date: _____

Coast Community College District

By: _____

President, Board of Trustees

Date: _____

Deleted: 1

Deleted: 1

**Riverside Healthcare System, L.P. d/b/a Riverside
Community Hospital**

By: _____

Print Name: Patrick Brilliant

Title: Chief Executive Officer

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

1. For and in consideration of the benefit provided the undersigned in the form of clinical rotation experience in evaluation and treatment of patients Riverside Healthcare System, L.P. d/b/a Riverside Community Hospital ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks 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.
2. I agree to obtain a physical examination within one year prior to entering into the Training Experience at Hospital and to provide proof of the following:
 - (a.) Negative result to a 7-panel drug screen (Including: Marijuana, Cocaine, Amphetamines, Opiates, PCP, Barbiturates, Benzodiazepines) consistent with testing done on Hospital employees but no less than a 7-panel drug screen.
 - (b.) Tuberculosis: proof of non-infectivity with pulmonary tuberculosis annually by completing either (i), (ii), (iii) or (iiii):
 - (i) Two-step TB skin test (TST) for students with no history or a positive TST who have not been tested in the last 12 months;
 - (ii) One step TST test for students with proof of a negative TST in the last 12 months;
 - (iii) Negative chest radiograph for students with proof of past positive TST;
 - (iv) Negative blood test results.
 - (c.) Rubella: documented receipt of one vaccination after 1st birthday, born before 1957, serological evidence of immunity. This is Mandatory.
 - (d.) Chicken pox: documented receipt of vaccination, serological evidence of immunity or statement of refusal.
 - (e.) Hepatitis B: documented vaccine series of three doses, serological evidence of immunity or statement of refusal.
 - (f.) Tetanus, Diphtheria, and Pertussis (Tdap): documented inoculation within ten (10) years or statement of refusal.
 - (g.) Seasonal Flu Immunization: documented inoculation or statement of refusal; and
 - (h.) Certification from a licensed physician that I am free of any casually transmitted communicable disease in a contagious stage.
3. I agree to obtain, at my own cost, if my school has not completed, a criminal background check to include as a minimum:

- (a.) Social Security number verification
- (b.) Seven year multi-county or statewide Felony and related Misdemeanor search
- (c.) Civil and criminal public filings for the State of California
- (d.) Education verification (highest degree received)
- (e.) Professional licensure verification – Professional disciplinary action check
- (f.) Certification and designation check

4. I agree to provide the Hospital with the Background Information for Hospital's review prior to my acceptance by Hospital.
5. I agree to conform to all applicable Hospital policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Hospital Designated Representative and School
6. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Training Experience and that I am responsible for my own transportation to and from the Hospital.
7. I understand and agree that I am responsible for my own medical care needs. I understand that Hospital will provide access to emergency medical services should the need arise while I am participating in the Training Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Hospital shall assume no cost or financial liability for providing such care.
8. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Program.
9. I acknowledge that I will receive academic credit for the Training Experience provided at Hospital and that I will not be considered an employee of Hospital or School, nor shall I receive compensation from either the Hospital or the School. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Hospital's or School's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.
10. I understand that Hospital may suspend my right to participate in the Training Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Hospital or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Hospital only on a temporary basis until after consultation with School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Hospital is vested in Hospital.

11. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, sexual orientation, national origin, age, physical handicap, or medical condition as provided by law.
12. I further understand that Hospital has the right to suspend use of their facilities in connection with this Training Experience should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unstable for their purpose while not entirely or substantially destroyed.
13. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I understand that use, disclosure or duplication of any patient's medical record is not permissible. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
14. I will wear the designated uniform of the school with badge identification at all times while participating in the Training Experience and identify myself as a student to the patients and staff I encounter. I will not wear open toe shoes or artificial nails in the clinical area.

I have read the foregoing; I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Hospital will permit me to participate in the Training Experience at Hospital.

Dated this ____ day of _____, 20__.

Signature of Student or Other Participant/Print Name

Witness

Print Name: _____

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY STATEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for Student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in School programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible employees or agents of School may be issued computer identifications (IDs) and passwords to access PHI.

By initialing each statement, I agree to abide by the following statements:

Initial	Statements
	1. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	2. Whether at the School or at a clinical site, Students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	3. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	4. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	5. A computer ID and password are assigned to individual Students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	6. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	7. Students and faculty agree to follow Hospital's privacy and security policies.
	8. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY STATEMENT

- **Need to Know Rule**

Before looking at a patient's health information, ask the question "Do I need to know this to do my job?" If the answer is no, STOP! If the answer is yes, use it, but don't share it with anyone who doesn't need to know. Even though you may have access to the entire medical record or admitting/billing information, you may only legally look at the information you need to perform your job. The need to know rule applies to every individual in the organization; employees, contractors, students and volunteers. We are all responsible for following the Patient Privacy Policies and Principles.

- **California Privacy Act**

A state law that works in concert with the federal HIPAA laws and is actually stricter than HIPAA laws. If you violate patient confidentiality and reveal patient information to someone without a "need to know" you can PERSONALLY be fined up to \$250,000! California also requires a self-report by the Hospital to both the state and the patient (the federal laws do not) within 5 business days of when it becomes known (The California Privacy Laws SB541 & AB211 became effective 1/1/2009)

- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Participant

Print Name: _____

Date: _____

Witness

Print Name: _____

Date: _____

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") doing business as St. Mary Medical Center ("Hospital") and Coast Community College District, a public education agency on behalf of Orange Coast College ("Entity").

RECITALS

A. Dignity Health owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities 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. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II

Non-Discrimination

2. Neither Entity nor Hospital shall unlawfully discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III

Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital and for at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable request and notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required of Entity by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital 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 Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health risk. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity shall ensure that all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and the Student's compliance with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

- 3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;
- 3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;
- 3.9.6 Maintain the confidentiality of patient information; and
- 3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.
- 3.9.8 Comply with the standards, terms, and conditions of this Agreement, including but not limited to Articles IX, X, and XI.
- 3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.
- 3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.
- 3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their field training and responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.
- 3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.
- 3.14 Entity represents and warrants that neither Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that neither Entity, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has successfully completed a criminal background check in accordance with the Dignity Health standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

ARTICLE IV

Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with

time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V

Independent Contractors

5. Entity and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Entity or Students. Neither Entity nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and Entity or Student, Hospital may terminate this Agreement immediately upon written notice to Entity.

ARTICLE VI

Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle 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. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from 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.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company 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 professional liability policy is a claims made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from 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.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Dignity Health 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. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless Dignity Health, Hospital, 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 Entity, its Students, faculty, agents or its 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 Entity's obligations hereunder.

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII Term of Agreement

8. This Agreement is for a term of one (1) year commencing on September 1, 2012 and it may be renewed by mutual written agreement of the parties. 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.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX

Compliance with Laws and Standards of Conduct

9.1 Entity shall comply, and shall require its Students to comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply, and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance

Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Dignity Health Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X

Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply

to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI

Ethical and Religious Directives

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Dignity Health and its Sponsoring Congregations (collectively, the "Ethical Directives"), a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII

General Provisions

12.1 Assignment. 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.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles County JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's

attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Orange County, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

St. Mary Medical Center
1050 Linden Avenue
Long Beach, CA 90813
Att: President / CEO

Copy to:

Dignity Health
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to Entity:

Coast Community College District
2701 Fairview Road
Costa Mesa, CA 92628-5005
Att: CM Brahmhatt, Vice Chancellor
Administrative Services

12.5 Captions. 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.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. 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

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in

such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed 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 action to execute this Agreement.

HOSPITAL:

Dignity Health,
a California nonprofit public benefit
corporation doing business as St. Mary
Medical Center

Date: _____, 2012

By: _____

Its: _____

ENTITY:

Coast Community College District, a public
education agency on behalf of Orange Coast
College

Date: _____, 2012

By: _____

Its: _____

Orange Coast College

Date: _____, 2012

By: _____

Its: _____

EXHIBIT A

1. **Program Specialty:**
 - Ultrasound
 - Neurodiagnostics
 - Cardiovascular Technician
2. **Length of Field Training:**
3. **Maximum Number of Students at Any One Time:**
4. **Educational Objectives Set by Entity:** Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. **Entity Coordinator's Name:** Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. **Hospital's Coordinator's Name:**

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate

Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- ☐ (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- ☐ (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- ☐ (c) Documented history of varicella exposure or positive varicella immune titer;
- ☐ (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- ☐ (e) Evidence of current (within the past ten years) tetanus toxoid.
- ☐ (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

☐ **Check here if the Student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.**

EXHIBIT C

Student Confidentiality Statement

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Hospital.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, base station reports, W and I Code 5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the individual's relationship with the Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Entity Supervisor

EXHIBIT D

Ethical and Religious Directives

See attached.

EXHIBIT E

Joint Commission Requirement Criminal Background Verification

Coast Community College District
2701 Fairview Road
Costa Mesa, CA 92628-5005

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : _____
Attention : _____
Address : _____

Thank you.

Entity : _____
Name : _____
Title : _____
Date : _____

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- **Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Failing**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional**: Any active or pending case.
- **Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Failing Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, **with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
- For California Facilities:
 - Any Felony with a disposition date older than 7 years, **with the exception of any Felony violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
 - Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional: **MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION FOR ANY INDIVIDUALS WITH A PROVISIONAL SCORE PRIOR TO ACCEPTANCE OF SUCH INDIVIDUALS.**

- Any Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Non-California Facilities:
 - Any Felony with a failing disposition that is greater than 7 yrs old.
 - Any Misdemeanor crime with a Failing Disposition greater than 3 years but less than 7 years old*.
 - Any Bankruptcy within the last ten years or tax liens within the last seven years.
 - Any other finding determined to be significant enough for further review.

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.
- Any Misdemeanor crime with a Failing Disposition within the last 3 years*.
- Any Controlled Substance Offense (misdemeanor or felony) with a Failing Disposition within the last 7 years*.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.



Issued by USCCB, November 17, 2009

*Copyright © 2009, United States Conference of Catholic Bishops.
All rights reserved.*

*To order a copy of this statement, please visit www.usccbpublishing.org and click on
"New Titles."*

Ethical and Religious Directives for Catholic Health Care Services

Fifth Edition

United States Conference of Catholic Bishops

CONTENTS

Preamble

General Introduction

Part One: The Social Responsibility of Catholic Health Care Services

Part Two: The Pastoral and Spiritual Responsibility of Catholic Health Care

Part Three: The Professional-Patient Relationship

Part Four: Issues in Care for the Beginning of Life

Part Five: Issues in Care for the Seriously Ill and Dying

Part Six: Forming New Partnerships with Health Care Organizations and Providers

Conclusion

PREAMBLE

Health care in the United States is marked by extraordinary change. Not only is there continuing change in clinical practice due to technological advances, but the health care system in the United States is being challenged by both institutional and social factors as well. At the same time, there are a number of developments within the Catholic Church affecting the ecclesial mission of health care. Among these are significant changes in religious orders and congregations, the increased involvement of lay men and women, a heightened awareness of the Church's social role in the world, and developments in moral theology since the Second Vatican Council. A contemporary understanding of the Catholic health care ministry must take into account the new challenges presented by transitions both in the Church and in American society.

Throughout the centuries, with the aid of other sciences, a body of moral principles has emerged that expresses the Church's teaching on medical and moral matters and has proven to be pertinent and applicable to the ever-changing circumstances of health care and its delivery. In response to today's challenges, these same moral principles of Catholic teaching provide the rationale and direction for this revision of the *Ethical and Religious Directives for Catholic Health Care Services*.

These Directives presuppose our statement *Health and Health Care* published in 1981.¹ There we presented the theological principles that guide the Church's vision of health care, called for all Catholics to share in the healing mission of the Church, expressed our full commitment to the health care ministry, and offered encouragement to all those who are involved in it. Now, with American health care facing even more dramatic changes, we reaffirm the Church's commitment to health care ministry and the distinctive Catholic identity of the Church's institutional health care services.² The purpose of these *Ethical and Religious*

Directives then is twofold: first, to reaffirm the ethical standards of behavior in health care that flow from the Church's teaching about the dignity of the human person; second, to provide authoritative guidance on certain moral issues that face Catholic health care today.

The *Ethical and Religious Directives* are concerned primarily with institutionally based Catholic health care services. They address the sponsors, trustees, administrators, chaplains, physicians, health care personnel, and patients or residents of these institutions and services. Since they express the Church's moral teaching, these Directives also will be helpful to Catholic professionals engaged in health care services in other settings. The moral teachings that we profess here flow principally from the natural law, understood in the light of the revelation Christ has entrusted to his Church. From this source the Church has derived its understanding of the nature of the human person, of human acts, and of the goals that shape human activity.

The Directives have been refined through an extensive process of consultation with bishops, theologians, sponsors, administrators, physicians, and other health care providers. While providing standards and guidance, the Directives do not cover in detail all of the complex issues that confront Catholic health care today. Moreover, the Directives will be reviewed periodically by the United States Conference of Catholic Bishops (formerly the National Conference of Catholic Bishops), in the light of authoritative church teaching, in order to address new insights from theological and medical research or new requirements of public policy.

The Directives begin with a general introduction that presents a theological basis for the Catholic health care ministry. Each of the six parts that follow is divided into two sections. The first section is in expository form; it serves as an introduction and provides the context in which concrete issues can be discussed from the perspective of the Catholic faith. The second section is

in prescriptive form; the directives promote and protect the truths of the Catholic faith as those truths are brought to bear on concrete issues in health care.

GENERAL INTRODUCTION

The Church has always sought to embody our Savior's concern for the sick. The gospel accounts of Jesus' ministry draw special attention to his acts of healing: he cleansed a man with leprosy (Mt 8:1-4; Mk 1:40-42); he gave sight to two people who were blind (Mt 20:29-34; Mk 10:46-52); he enabled one who was mute to speak (Lk 11:14); he cured a woman who was hemorrhaging (Mt 9:20-22; Mk 5:25-34); and he brought a young girl back to life (Mt 9:18, 23-25; Mk 5:35-42). Indeed, the Gospels are replete with examples of how the Lord cured every kind of ailment and disease (Mt 9:35). In the account of Matthew, Jesus' mission fulfilled the prophecy of Isaiah: "He took away our infirmities and bore our diseases" (Mt 8:17; cf. Is 53:4).

Jesus' healing mission went further than caring only for physical affliction. He touched people at the deepest level of their existence; he sought their physical, mental, and spiritual healing (Jn 6:35, 11:25-27). He "came so that they might have life and have it more abundantly" (Jn 10:10).

The mystery of Christ casts light on every facet of Catholic health care: to see Christian love as the animating principle of health care; to see healing and compassion as a continuation of Christ's mission; to see suffering as a participation in the redemptive power of Christ's passion, death, and resurrection; and to see death, transformed by the resurrection, as an opportunity for a final act of communion with Christ.

For the Christian, our encounter with suffering and death can take on a positive and distinctive meaning through the redemptive power of Jesus' suffering and death. As St. Paul says, we are "always carrying about in the body the dying of Jesus, so that the life of Jesus may also be manifested in our body" (2 Cor 4:10). This truth does not lessen the pain and fear, but gives confidence and grace for bearing suffering rather than being overwhelmed by it. Catholic

health care ministry bears witness to the truth that, for those who are in Christ, suffering and death are the birth pangs of the new creation. “God himself will always be with them [as their God]. He will wipe every tear from their eyes, and there shall be no more death or mourning, wailing or pain, [for] the old order has passed away” (Rev 21:3-4).

In faithful imitation of Jesus Christ, the Church has served the sick, suffering, and dying in various ways throughout history. The zealous service of individuals and communities has provided shelter for the traveler; infirmaries for the sick; and homes for children, adults, and the elderly.³ In the United States, the many religious communities as well as dioceses that sponsor and staff this country’s Catholic health care institutions and services have established an effective Catholic presence in health care. Modeling their efforts on the gospel parable of the Good Samaritan, these communities of women and men have exemplified authentic neighborliness to those in need (Lk 10:25-37). The Church seeks to ensure that the service offered in the past will be continued into the future.

While many religious communities continue their commitment to the health care ministry, lay Catholics increasingly have stepped forward to collaborate in this ministry. Inspired by the example of Christ and mandated by the Second Vatican Council, lay faithful are invited to a broader and more intense field of ministries than in the past.⁴ By virtue of their Baptism, lay faithful are called to participate actively in the Church’s life and mission.⁵ Their participation and leadership in the health care ministry, through new forms of sponsorship and governance of institutional Catholic health care, are essential for the Church to continue her ministry of healing and compassion. They are joined in the Church’s health care mission by many men and women who are not Catholic.

Catholic health care expresses the healing ministry of Christ in a specific way within the local church. Here the diocesan bishop exercises responsibilities that are rooted in his office as pastor, teacher, and priest. As the center of unity in the diocese and coordinator of ministries in the local church, the diocesan bishop fosters the mission of Catholic health care in a way that promotes collaboration among health care leaders, providers, medical professionals, theologians, and other specialists. As pastor, the diocesan bishop is in a unique position to encourage the faithful to greater responsibility in the healing ministry of the Church. As teacher, the diocesan bishop ensures the moral and religious identity of the health care ministry in whatever setting it is carried out in the diocese. As priest, the diocesan bishop oversees the sacramental care of the sick. These responsibilities will require that Catholic health care providers and the diocesan bishop engage in ongoing communication on ethical and pastoral matters that require his attention.

In a time of new medical discoveries, rapid technological developments, and social change, what is new can either be an opportunity for genuine advancement in human culture, or it can lead to policies and actions that are contrary to the true dignity and vocation of the human person. In consultation with medical professionals, church leaders review these developments, judge them according to the principles of right reason and the ultimate standard of revealed truth, and offer authoritative teaching and guidance about the moral and pastoral responsibilities entailed by the Christian faith.⁶ While the Church cannot furnish a ready answer to every moral dilemma, there are many questions about which she provides normative guidance and direction. In the absence of a determination by the magisterium, but never contrary to church teaching, the guidance of approved authors can offer appropriate guidance for ethical decision making.

Created in God's image and likeness, the human family shares in the dominion that Christ manifested in his healing ministry. This sharing involves a stewardship over all material creation (Gn 1:26) that should neither abuse nor squander nature's resources. Through science the human race comes to understand God's wonderful work; and through technology it must conserve, protect, and perfect nature in harmony with God's purposes. Health care professionals pursue a special vocation to share in carrying forth God's life-giving and healing work.

The dialogue between medical science and Christian faith has for its primary purpose the common good of all human persons. It presupposes that science and faith do not contradict each other. Both are grounded in respect for truth and freedom. As new knowledge and new technologies expand, each person must form a correct conscience based on the moral norms for proper health care.

PART ONE

The Social Responsibility of Catholic Health Care Services

Introduction

Their embrace of Christ's healing mission has led institutionally based Catholic health care services in the United States to become an integral part of the nation's health care system. Today, this complex health care system confronts a range of economic, technological, social, and moral challenges. The response of Catholic health care institutions and services to these challenges is guided by normative principles that inform the Church's healing ministry.

First, Catholic health care ministry is rooted in a commitment to promote and defend human dignity; this is the foundation of its concern to respect the sacredness of every human life from the moment of conception until death. The first right of the human person, the right to life, entails a right to the means for the proper development of life, such as adequate health care.⁷

Second, the biblical mandate to care for the poor requires us to express this in concrete action at all levels of Catholic health care. This mandate prompts us to work to ensure that our country's health care delivery system provides adequate health care for the poor. In Catholic institutions, particular attention should be given to the health care needs of the poor, the uninsured, and the underinsured.⁸

Third, Catholic health care ministry seeks to contribute to the common good. The common good is realized when economic, political, and social conditions ensure protection for the fundamental rights of all individuals and enable all to fulfill their common purpose and reach their common goals.⁹

Fourth, Catholic health care ministry exercises responsible stewardship of available health care resources. A just health care system will be concerned both with promoting equity of care—to assure that the right of each person to basic health care is respected—and with promoting the good health of all in the community. The responsible stewardship of health care resources can be accomplished best in dialogue with people from all levels of society, in accordance with the principle of subsidiarity and with respect for the moral principles that guide institutions and persons.

Fifth, within a pluralistic society, Catholic health care services will encounter requests for medical procedures contrary to the moral teachings of the Church. Catholic health care does not offend the rights of individual conscience by refusing to provide or permit medical procedures that are judged morally wrong by the teaching authority of the Church.

Directives

1. A Catholic institutional health care service is a community that provides health care to those in need of it. This service must be animated by the Gospel of Jesus Christ and guided by the moral tradition of the Church.

2. Catholic health care should be marked by a spirit of mutual respect among caregivers that disposes them to deal with those it serves and their families with the compassion of Christ, sensitive to their vulnerability at a time of special need.

3. In accord with its mission, Catholic health care should distinguish itself by service to and advocacy for those people whose social condition puts them at the margins of our society and makes them particularly vulnerable to discrimination: the poor; the uninsured and the underinsured; children and the unborn; single parents; the elderly; those with incurable diseases and chemical dependencies; racial minorities; immigrants and refugees. In particular, the person

with mental or physical disabilities, regardless of the cause or severity, must be treated as a unique person of incomparable worth, with the same right to life and to adequate health care as all other persons.

4. A Catholic health care institution, especially a teaching hospital, will promote medical research consistent with its mission of providing health care and with concern for the responsible stewardship of health care resources. Such medical research must adhere to Catholic moral principles.

5. Catholic health care services must adopt these Directives as policy, require adherence to them within the institution as a condition for medical privileges and employment, and provide appropriate instruction regarding the Directives for administration, medical and nursing staff, and other personnel.

6. A Catholic health care organization should be a responsible steward of the health care resources available to it. Collaboration with other health care providers, in ways that do not compromise Catholic social and moral teaching, can be an effective means of such stewardship.¹⁰

7. A Catholic health care institution must treat its employees respectfully and justly. This responsibility includes: equal employment opportunities for anyone qualified for the task, irrespective of a person's race, sex, age, national origin, or disability; a workplace that promotes employee participation; a work environment that ensures employee safety and well-being; just compensation and benefits; and recognition of the rights of employees to organize and bargain collectively without prejudice to the common good.

8. Catholic health care institutions have a unique relationship to both the Church and the wider community they serve. Because of the ecclesial nature of this relationship, the relevant

requirements of canon law will be observed with regard to the foundation of a new Catholic health care institution; the substantial revision of the mission of an institution; and the sale, sponsorship transfer, or closure of an existing institution.

9. Employees of a Catholic health care institution must respect and uphold the religious mission of the institution and adhere to these Directives. They should maintain professional standards and promote the institution's commitment to human dignity and the common good.

PART TWO

The Pastoral and Spiritual Responsibility of Catholic Health Care

Introduction

The dignity of human life flows from creation in the image of God (Gn 1:26), from redemption by Jesus Christ (Eph 1:10; 1 Tm 2:4-6), and from our common destiny to share a life with God beyond all corruption (1 Cor 15:42-57). Catholic health care has the responsibility to treat those in need in a way that respects the human dignity and eternal destiny of all. The words of Christ have provided inspiration for Catholic health care: “I was ill and you cared for me” (Mt 25:36). The care provided assists those in need to experience their own dignity and value, especially when these are obscured by the burdens of illness or the anxiety of imminent death.

Since a Catholic health care institution is a community of healing and compassion, the care offered is not limited to the treatment of a disease or bodily ailment but embraces the physical, psychological, social, and spiritual dimensions of the human person. The medical expertise offered through Catholic health care is combined with other forms of care to promote health and relieve human suffering. For this reason, Catholic health care extends to the spiritual nature of the person. “Without health of the spirit, high technology focused strictly on the body offers limited hope for healing the whole person.”¹¹ Directed to spiritual needs that are often appreciated more deeply during times of illness, pastoral care is an integral part of Catholic health care. Pastoral care encompasses the full range of spiritual services, including a listening presence; help in dealing with powerlessness, pain, and alienation; and assistance in recognizing and responding to God’s will with greater joy and peace. It should be acknowledged, of course, that technological advances in medicine have reduced the length of hospital stays dramatically. It

follows, therefore, that the pastoral care of patients, especially administration of the sacraments, will be provided more often than not at the parish level, both before and after one's hospitalization. For this reason, it is essential that there be very cordial and cooperative relationships between the personnel of pastoral care departments and the local clergy and ministers of care.

Priests, deacons, religious, and laity exercise diverse but complementary roles in this pastoral care. Since many areas of pastoral care call upon the creative response of these pastoral caregivers to the particular needs of patients or residents, the following directives address only a limited number of specific pastoral activities.

Directives

10. A Catholic health care organization should provide pastoral care to minister to the religious and spiritual needs of all those it serves. Pastoral care personnel—clergy, religious, and lay alike—should have appropriate professional preparation, including an understanding of these Directives.

11. Pastoral care personnel should work in close collaboration with local parishes and community clergy. Appropriate pastoral services and/or referrals should be available to all in keeping with their religious beliefs or affiliation.

12. For Catholic patients or residents, provision for the sacraments is an especially important part of Catholic health care ministry. Every effort should be made to have priests assigned to hospitals and health care institutions to celebrate the Eucharist and provide the sacraments to patients and staff.

13. Particular care should be taken to provide and to publicize opportunities for patients or residents to receive the sacrament of Penance.

14. Properly prepared lay Catholics can be appointed to serve as extraordinary ministers of Holy Communion, in accordance with canon law and the policies of the local diocese. They should assist pastoral care personnel—clergy, religious, and laity—by providing supportive visits, advising patients regarding the availability of priests for the sacrament of Penance, and distributing Holy Communion to the faithful who request it.

15. Responsive to a patient's desires and condition, all involved in pastoral care should facilitate the availability of priests to provide the sacrament of Anointing of the Sick, recognizing that through this sacrament Christ provides grace and support to those who are seriously ill or weakened by advanced age. Normally, the sacrament is celebrated when the sick person is fully conscious. It may be conferred upon the sick who have lost consciousness or the use of reason, if there is reason to believe that they would have asked for the sacrament while in control of their faculties.

16. All Catholics who are capable of receiving Communion should receive Viaticum when they are in danger of death, while still in full possession of their faculties.¹²

17. Except in cases of emergency (i.e., danger of death), any request for Baptism made by adults or for infants should be referred to the chaplain of the institution. Newly born infants in danger of death, including those miscarried, should be baptized if this is possible.¹³ In case of emergency, if a priest or a deacon is not available, anyone can validly baptize.¹⁴ In the case of emergency Baptism, the chaplain or the director of pastoral care is to be notified.

18. When a Catholic who has been baptized but not yet confirmed is in danger of death, any priest may confirm the person.¹⁵

19. A record of the conferral of Baptism or Confirmation should be sent to the parish in which the institution is located and posted in its baptism/confirmation registers.

20. Catholic discipline generally reserves the reception of the sacraments to Catholics. In accord with canon 844, §3, Catholic ministers may administer the sacraments of Eucharist, Penance, and Anointing of the Sick to members of the oriental churches that do not have full communion with the Catholic Church, or of other churches that in the judgment of the Holy See are in the same condition as the oriental churches, if such persons ask for the sacraments on their own and are properly disposed.

With regard to other Christians not in full communion with the Catholic Church, when the danger of death or other grave necessity is present, the four conditions of canon 844, §4, also must be present, namely, they cannot approach a minister of their own community; they ask for the sacraments on their own; they manifest Catholic faith in these sacraments; and they are properly disposed. The diocesan bishop has the responsibility to oversee this pastoral practice.

21. The appointment of priests and deacons to the pastoral care staff of a Catholic institution must have the explicit approval or confirmation of the local bishop in collaboration with the administration of the institution. The appointment of the director of the pastoral care staff should be made in consultation with the diocesan bishop.

22. For the sake of appropriate ecumenical and interfaith relations, a diocesan policy should be developed with regard to the appointment of non-Catholic members to the pastoral care staff of a Catholic health care institution. The director of pastoral care at a Catholic institution should be a Catholic; any exception to this norm should be approved by the diocesan bishop.

PART THREE

The Professional-Patient Relationship

Introduction

A person in need of health care and the professional health care provider who accepts that person as a patient enter into a relationship that requires, among other things, mutual respect, trust, honesty, and appropriate confidentiality. The resulting free exchange of information must avoid manipulation, intimidation, or condescension. Such a relationship enables the patient to disclose personal information needed for effective care and permits the health care provider to use his or her professional competence most effectively to maintain or restore the patient's health. Neither the health care professional nor the patient acts independently of the other; both participate in the healing process.

Today, a patient often receives health care from a team of providers, especially in the setting of the modern acute-care hospital. But the resulting multiplication of relationships does not alter the personal character of the interaction between health care providers and the patient. The relationship of the person seeking health care and the professionals providing that care is an important part of the foundation on which diagnosis and care are provided. Diagnosis and care, therefore, entail a series of decisions with ethical as well as medical dimensions. The health care professional has the knowledge and experience to pursue the goals of healing, the maintenance of health, and the compassionate care of the dying, taking into account the patient's convictions and spiritual needs, and the moral responsibilities of all concerned. The person in need of health care depends on the skill of the health care provider to assist in preserving life and promoting

health of body, mind, and spirit. The patient, in turn, has a responsibility to use these physical and mental resources in the service of moral and spiritual goals to the best of his or her ability.

When the health care professional and the patient use institutional Catholic health care, they also accept its public commitment to the Church's understanding of and witness to the dignity of the human person. The Church's moral teaching on health care nurtures a truly interpersonal professional-patient relationship. This professional-patient relationship is never separated, then, from the Catholic identity of the health care institution. The faith that inspires Catholic health care guides medical decisions in ways that fully respect the dignity of the person and the relationship with the health care professional.

Directives

23. The inherent dignity of the human person must be respected and protected regardless of the nature of the person's health problem or social status. The respect for human dignity extends to all persons who are served by Catholic health care.

24. In compliance with federal law, a Catholic health care institution will make available to patients information about their rights, under the laws of their state, to make an advance directive for their medical treatment. The institution, however, will not honor an advance directive that is contrary to Catholic teaching. If the advance directive conflicts with Catholic teaching, an explanation should be provided as to why the directive cannot be honored.

25. Each person may identify in advance a representative to make health care decisions as his or her surrogate in the event that the person loses the capacity to make health care decisions. Decisions by the designated surrogate should be faithful to Catholic moral principles and to the person's intentions and values, or if the person's intentions are unknown, to the person's best interests. In the event that an advance directive is not executed, those who are in a position to

know best the patient's wishes—usually family members and loved ones—should participate in the treatment decisions for the person who has lost the capacity to make health care decisions.

26. The free and informed consent of the person or the person's surrogate is required for medical treatments and procedures, except in an emergency situation when consent cannot be obtained and there is no indication that the patient would refuse consent to the treatment.

27. Free and informed consent requires that the person or the person's surrogate receive all reasonable information about the essential nature of the proposed treatment and its benefits; its risks, side-effects, consequences, and cost; and any reasonable and morally legitimate alternatives, including no treatment at all.

28. Each person or the person's surrogate should have access to medical and moral information and counseling so as to be able to form his or her conscience. The free and informed health care decision of the person or the person's surrogate is to be followed so long as it does not contradict Catholic principles.

29. All persons served by Catholic health care have the right and duty to protect and preserve their bodily and functional integrity.¹⁶ The functional integrity of the person may be sacrificed to maintain the health or life of the person when no other morally permissible means is available.¹⁷

30. The transplantation of organs from living donors is morally permissible when such a donation will not sacrifice or seriously impair any essential bodily function and the anticipated benefit to the recipient is proportionate to the harm done to the donor. Furthermore, the freedom of the prospective donor must be respected, and economic advantages should not accrue to the donor.

31. No one should be the subject of medical or genetic experimentation, even if it is therapeutic, unless the person or surrogate first has given free and informed consent. In instances of nontherapeutic experimentation, the surrogate can give this consent only if the experiment entails no significant risk to the person's well-being. Moreover, the greater the person's incompetency and vulnerability, the greater the reasons must be to perform any medical experimentation, especially nontherapeutic.

32. While every person is obliged to use ordinary means to preserve his or her health, no person should be obliged to submit to a health care procedure that the person has judged, with a free and informed conscience, not to provide a reasonable hope of benefit without imposing excessive risks and burdens on the patient or excessive expense to family or community.¹⁸

33. The well-being of the whole person must be taken into account in deciding about any therapeutic intervention or use of technology. Therapeutic procedures that are likely to cause harm or undesirable side-effects can be justified only by a proportionate benefit to the patient.

34. Health care providers are to respect each person's privacy and confidentiality regarding information related to the person's diagnosis, treatment, and care.

35. Health care professionals should be educated to recognize the symptoms of abuse and violence and are obliged to report cases of abuse to the proper authorities in accordance with local statutes.

36. Compassionate and understanding care should be given to a person who is the victim of sexual assault. Health care providers should cooperate with law enforcement officials and offer the person psychological and spiritual support as well as accurate medical information. A female who has been raped should be able to defend herself against a potential conception from the sexual assault. If, after appropriate testing, there is no evidence that conception has occurred

already, she may be treated with medications that would prevent ovulation, sperm capacitation, or fertilization. It is not permissible, however, to initiate or to recommend treatments that have as their purpose or direct effect the removal, destruction, or interference with the implantation of a fertilized ovum.¹⁹

37. An ethics committee or some alternate form of ethical consultation should be available to assist by advising on particular ethical situations, by offering educational opportunities, and by reviewing and recommending policies. To these ends, there should be appropriate standards for medical ethical consultation within a particular diocese that will respect the diocesan bishop's pastoral responsibility as well as assist members of ethics committees to be familiar with Catholic medical ethics and, in particular, these Directives.

PART FOUR

Issues in Care for the Beginning of Life

Introduction

The Church's commitment to human dignity inspires an abiding concern for the sanctity of human life from its very beginning, and with the dignity of marriage and of the marriage act by which human life is transmitted. The Church cannot approve medical practices that undermine the biological, psychological, and moral bonds on which the strength of marriage and the family depends.

Catholic health care ministry witnesses to the sanctity of life "from the moment of conception until death."²⁰ The Church's defense of life encompasses the unborn and the care of women and their children during and after pregnancy. The Church's commitment to life is seen in its willingness to collaborate with others to alleviate the causes of the high infant mortality rate and to provide adequate health care to mothers and their children before and after birth.

The Church has the deepest respect for the family, for the marriage covenant, and for the love that binds a married couple together. This includes respect for the marriage act by which husband and wife express their love and cooperate with God in the creation of a new human being. The Second Vatican Council affirms:

This love is an eminently human one. . . . It involves the good of the whole person. . . . The actions within marriage by which the couple are united intimately and chastely are noble and worthy ones. Expressed in a manner which is truly

human, these actions signify and promote that mutual self-giving by which spouses enrich each other with a joyful and a thankful will.²¹

Marriage and conjugal love are by their nature ordained toward the begetting and educating of children. Children are really the supreme gift of marriage and contribute very substantially to the welfare of their parents. . . . Parents should regard as their proper mission the task of transmitting human life and educating those to whom it has been transmitted. . . . They are thereby cooperators with the love of God the Creator, and are, so to speak, the interpreters of that love.²²

For legitimate reasons of responsible parenthood, married couples may limit the number of their children by natural means. The Church cannot approve contraceptive interventions that “either in anticipation of the marital act, or in its accomplishment or in the development of its natural consequences, have the purpose, whether as an end or a means, to render procreation impossible.”²³ Such interventions violate “the inseparable connection, willed by God . . . between the two meanings of the conjugal act: the unitive and procreative meaning.”²⁴

With the advance of the biological and medical sciences, society has at its disposal new technologies for responding to the problem of infertility. While we rejoice in the potential for good inherent in many of these technologies, we cannot assume that what is technically possible is always morally right. Reproductive technologies that substitute for the marriage act are not consistent with human dignity. Just as the marriage act is joined naturally to procreation, so procreation is joined naturally to the marriage act. As Pope John XXIII observed:

The transmission of human life is entrusted by nature to a personal and conscious act and as such is subject to all the holy laws of God: the immutable and

inviolable laws which must be recognized and observed. For this reason, one cannot use means and follow methods which could be licit in the transmission of the life of plants and animals.²⁵

Because the moral law is rooted in the whole of human nature, human persons, through intelligent reflection on their own spiritual destiny, can discover and cooperate in the plan of the Creator.²⁶

Directives

38. When the marital act of sexual intercourse is not able to attain its procreative purpose, assistance that does not separate the unitive and procreative ends of the act, and does not substitute for the marital act itself, may be used to help married couples conceive.²⁷

39. Those techniques of assisted conception that respect the unitive and procreative meanings of sexual intercourse and do not involve the destruction of human embryos, or their deliberate generation in such numbers that it is clearly envisaged that all cannot implant and some are simply being used to maximize the chances of others implanting, may be used as therapies for infertility.

40. Heterologous fertilization (that is, any technique used to achieve conception by the use of gametes coming from at least one donor other than the spouses) is prohibited because it is contrary to the covenant of marriage, the unity of the spouses, and the dignity proper to parents and the child.²⁸

41. Homologous artificial fertilization (that is, any technique used to achieve conception using the gametes of the two spouses joined in marriage) is prohibited when it separates procreation from the marital act in its unitive significance (e.g., any technique used to achieve extracorporeal conception).²⁹

42. Because of the dignity of the child and of marriage, and because of the uniqueness of the mother-child relationship, participation in contracts or arrangements for surrogate motherhood is not permitted. Moreover, the commercialization of such surrogacy denigrates the dignity of women, especially the poor.³⁰

43. A Catholic health care institution that provides treatment for infertility should offer not only technical assistance to infertile couples but also should help couples pursue other solutions (e.g., counseling, adoption).

44. A Catholic health care institution should provide prenatal, obstetric, and postnatal services for mothers and their children in a manner consonant with its mission.

45. Abortion (that is, the directly intended termination of pregnancy before viability or the directly intended destruction of a viable fetus) is never permitted. Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo. Catholic health care institutions are not to provide abortion services, even based upon the principle of material cooperation. In this context, Catholic health care institutions need to be concerned about the danger of scandal in any association with abortion providers.

46. Catholic health care providers should be ready to offer compassionate physical, psychological, moral, and spiritual care to those persons who have suffered from the trauma of abortion.

47. Operations, treatments, and medications that have as their direct purpose the cure of a proportionately serious pathological condition of a pregnant woman are permitted when they cannot be safely postponed until the unborn child is viable, even if they will result in the death of the unborn child.

48. In case of extrauterine pregnancy, no intervention is morally licit which constitutes a direct abortion.³¹

49. For a proportionate reason, labor may be induced after the fetus is viable.

50. Prenatal diagnosis is permitted when the procedure does not threaten the life or physical integrity of the unborn child or the mother and does not subject them to disproportionate risks; when the diagnosis can provide information to guide preventative care for the mother or pre- or postnatal care for the child; and when the parents, or at least the mother, give free and informed consent. Prenatal diagnosis is not permitted when undertaken with the intention of aborting an unborn child with a serious defect.³²

51. Nontherapeutic experiments on a living embryo or fetus are not permitted, even with the consent of the parents. Therapeutic experiments are permitted for a proportionate reason with the free and informed consent of the parents or, if the father cannot be contacted, at least of the mother. Medical research that will not harm the life or physical integrity of an unborn child is permitted with parental consent.³³

52. Catholic health institutions may not promote or condone contraceptive practices but should provide, for married couples and the medical staff who counsel them, instruction both about the Church's teaching on responsible parenthood and in methods of natural family planning.

53. Direct sterilization of either men or women, whether permanent or temporary, is not permitted in a Catholic health care institution. Procedures that induce sterility are permitted when their direct effect is the cure or alleviation of a present and serious pathology and a simpler treatment is not available.³⁴

54. Genetic counseling may be provided in order to promote responsible parenthood and to prepare for the proper treatment and care of children with genetic defects, in accordance with Catholic moral teaching and the intrinsic rights and obligations of married couples regarding the transmission of life.

PART FIVE

Issues in Care for the Seriously Ill and Dying

Introduction

Christ's redemption and saving grace embrace the whole person, especially in his or her illness, suffering, and death.³⁵ The Catholic health care ministry faces the reality of death with the confidence of faith. In the face of death—for many, a time when hope seems lost—the Church witnesses to her belief that God has created each person for eternal life.³⁶

Above all, as a witness to its faith, a Catholic health care institution will be a community of respect, love, and support to patients or residents and their families as they face the reality of death. What is hardest to face is the process of dying itself, especially the dependency, the helplessness, and the pain that so often accompany terminal illness. One of the primary purposes of medicine in caring for the dying is the relief of pain and the suffering caused by it. Effective management of pain in all its forms is critical in the appropriate care of the dying.

The truth that life is a precious gift from God has profound implications for the question of stewardship over human life. We are not the owners of our lives and, hence, do not have absolute power over life. We have a duty to preserve our life and to use it for the glory of God, but the duty to preserve life is not absolute, for we may reject life-prolonging procedures that are insufficiently beneficial or excessively burdensome. Suicide and euthanasia are never morally acceptable options.

The task of medicine is to care even when it cannot cure. Physicians and their patients must evaluate the use of the technology at their disposal. Reflection on the innate dignity of human life in all its dimensions and on the purpose of medical care is indispensable for

formulating a true moral judgment about the use of technology to maintain life. The use of life-sustaining technology is judged in light of the Christian meaning of life, suffering, and death. In this way two extremes are avoided: on the one hand, an insistence on useless or burdensome technology even when a patient may legitimately wish to forgo it and, on the other hand, the withdrawal of technology with the intention of causing death.³⁷

The Church's teaching authority has addressed the moral issues concerning medically assisted nutrition and hydration. We are guided on this issue by Catholic teaching against euthanasia, which is "an action or an omission which of itself or by intention causes death, in order that all suffering may in this way be eliminated."³⁸ While medically assisted nutrition and hydration are not morally obligatory in certain cases, these forms of basic care should in principle be provided to all patients who need them, including patients diagnosed as being in a "persistent vegetative state" (PVS), because even the most severely debilitated and helpless patient retains the full dignity of a human person and must receive ordinary and proportionate care.

Directives

55. Catholic health care institutions offering care to persons in danger of death from illness, accident, advanced age, or similar condition should provide them with appropriate opportunities to prepare for death. Persons in danger of death should be provided with whatever information is necessary to help them understand their condition and have the opportunity to discuss their condition with their family members and care providers. They should also be offered the appropriate medical information that would make it possible to address the morally legitimate choices available to them. They should be provided the spiritual support as well as the opportunity to receive the sacraments in order to prepare well for death.

56. A person has a moral obligation to use ordinary or proportionate means of preserving his or her life. Proportionate means are those that in the judgment of the patient offer a reasonable hope of benefit and do not entail an excessive burden or impose excessive expense on the family or the community.³⁹

57. A person may forgo extraordinary or disproportionate means of preserving life. Disproportionate means are those that in the patient's judgment do not offer a reasonable hope of benefit or entail an excessive burden, or impose excessive expense on the family or the community.

58. In principle, there is an obligation to provide patients with food and water, including medically assisted nutrition and hydration for those who cannot take food orally. This obligation extends to patients in chronic and presumably irreversible conditions (e.g., the "persistent vegetative state") who can reasonably be expected to live indefinitely if given such care.⁴⁰ Medically assisted nutrition and hydration become morally optional when they cannot reasonably be expected to prolong life or when they would be "excessively burdensome for the patient or [would] cause significant physical discomfort, for example resulting from complications in the use of the means employed."⁴¹ For instance, as a patient draws close to inevitable death from an underlying progressive and fatal condition, certain measures to provide nutrition and hydration may become excessively burdensome and therefore not obligatory in light of their very limited ability to prolong life or provide comfort.

59. The free and informed judgment made by a competent adult patient concerning the use or withdrawal of life-sustaining procedures should always be respected and normally complied with, unless it is contrary to Catholic moral teaching.

60. Euthanasia is an action or omission that of itself or by intention causes death in order to alleviate suffering. Catholic health care institutions may never condone or participate in euthanasia or assisted suicide in any way. Dying patients who request euthanasia should receive loving care, psychological and spiritual support, and appropriate remedies for pain and other symptoms so that they can live with dignity until the time of natural death.⁴²

61. Patients should be kept as free of pain as possible so that they may die comfortably and with dignity, and in the place where they wish to die. Since a person has the right to prepare for his or her death while fully conscious, he or she should not be deprived of consciousness without a compelling reason. Medicines capable of alleviating or suppressing pain may be given to a dying person, even if this therapy may indirectly shorten the person's life so long as the intent is not to hasten death. Patients experiencing suffering that cannot be alleviated should be helped to appreciate the Christian understanding of redemptive suffering.

62. The determination of death should be made by the physician or competent medical authority in accordance with responsible and commonly accepted scientific criteria.

63. Catholic health care institutions should encourage and provide the means whereby those who wish to do so may arrange for the donation of their organs and bodily tissue, for ethically legitimate purposes, so that they may be used for donation and research after death.

64. Such organs should not be removed until it has been medically determined that the patient has died. In order to prevent any conflict of interest, the physician who determines death should not be a member of the transplant team.

65. The use of tissue or organs from an infant may be permitted after death has been determined and with the informed consent of the parents or guardians.

66. Catholic health care institutions should not make use of human tissue obtained by direct abortions even for research and therapeutic purposes.⁴³

PART SIX

Forming New Partnerships with Health Care Organizations and Providers

Introduction

Until recently, most health care providers enjoyed a degree of independence from one another. In ever-increasing ways, Catholic health care providers have become involved with other health care organizations and providers. For instance, many Catholic health care systems and institutions share in the joint purchase of technology and services with other local facilities or physicians' groups. Another phenomenon is the growing number of Catholic health care systems and institutions joining or co-sponsoring integrated delivery networks or managed care organizations in order to contract with insurers and other health care payers. In some instances, Catholic health care systems sponsor a health care plan or health maintenance organization. In many dioceses, new partnerships will result in a decrease in the number of health care providers, at times leaving the Catholic institution as the sole provider of health care services. At whatever level, new partnerships forge a variety of interwoven relationships: between the various institutional partners, between health care providers and the community, between physicians and health care services, and between health care services and payers.

On the one hand, new partnerships can be viewed as opportunities for Catholic health care institutions and services to witness to their religious and ethical commitments and so influence the healing profession. For example, new partnerships can help to implement the Church's social teaching. New partnerships can be opportunities to realign the local delivery system in order to provide a continuum of health care to the community; they can witness to a

responsible stewardship of limited health care resources; and they can be opportunities to provide to poor and vulnerable persons a more equitable access to basic care.

On the other hand, new partnerships can pose serious challenges to the viability of the identity of Catholic health care institutions and services, and their ability to implement these Directives in a consistent way, especially when partnerships are formed with those who do not share Catholic moral principles. The risk of scandal cannot be underestimated when partnerships are not built upon common values and moral principles. Partnership opportunities for some Catholic health care providers may even threaten the continued existence of other Catholic institutions and services, particularly when partnerships are driven by financial considerations alone. Because of the potential dangers involved in the new partnerships that are emerging, an increased collaboration among Catholic-sponsored health care institutions is essential and should be sought before other forms of partnerships.

The significant challenges that new partnerships may pose, however, do not necessarily preclude their possibility on moral grounds. The potential dangers require that new partnerships undergo systematic and objective moral analysis, which takes into account the various factors that often pressure institutions and services into new partnerships that can diminish the autonomy and ministry of the Catholic partner. The following directives are offered to assist institutionally based Catholic health care services in this process of analysis. To this end, the United States Conference of Catholic Bishops (formerly the National Conference of Catholic Bishops) has established the Ad Hoc Committee on Health Care Issues and the Church as a resource for bishops and health care leaders.

This new edition of the *Ethical and Religious Directives* omits the appendix concerning cooperation, which was contained in the 1995 edition. Experience has shown that the brief

articulation of the principles of cooperation that was presented there did not sufficiently forestall certain possible misinterpretations and in practice gave rise to problems in concrete applications of the principles. Reliable theological experts should be consulted in interpreting and applying the principles governing cooperation, with the proviso that, as a rule, Catholic partners should avoid entering into partnerships that would involve them in cooperation with the wrongdoing of other providers.

Directives

67. Decisions that may lead to serious consequences for the identity or reputation of Catholic health care services, or entail the high risk of scandal, should be made in consultation with the diocesan bishop or his health care liaison.

68. Any partnership that will affect the mission or religious and ethical identity of Catholic health care institutional services must respect church teaching and discipline. Diocesan bishops and other church authorities should be involved as such partnerships are developed, and the diocesan bishop should give the appropriate authorization before they are completed. The diocesan bishop's approval is required for partnerships sponsored by institutions subject to his governing authority; for partnerships sponsored by religious institutes of pontifical right, his *nihil obstat* should be obtained.

69. If a Catholic health care organization is considering entering into an arrangement with another organization that may be involved in activities judged morally wrong by the Church, participation in such activities must be limited to what is in accord with the moral principles governing cooperation.

70. Catholic health care organizations are not permitted to engage in immediate material cooperation in actions that are intrinsically immoral, such as abortion, euthanasia, assisted suicide, and direct sterilization.⁴⁴

71. The possibility of scandal must be considered when applying the principles governing cooperation.⁴⁵ Cooperation, which in all other respects is morally licit, may need to be refused because of the scandal that might be caused. Scandal can sometimes be avoided by an appropriate explanation of what is in fact being done at the health care facility under Catholic auspices. The diocesan bishop has final responsibility for assessing and addressing issues of scandal, considering not only the circumstances in his local diocese but also the regional and national implications of his decision.⁴⁶

72. The Catholic partner in an arrangement has the responsibility periodically to assess whether the binding agreement is being observed and implemented in a way that is consistent with Catholic teaching.

CONCLUSION

Sickness speaks to us of our limitations and human frailty. It can take the form of infirmity resulting from the simple passing of years or injury from the exuberance of youthful energy. It can be temporary or chronic, debilitating, and even terminal. Yet the follower of Jesus faces illness and the consequences of the human condition aware that our Lord always shows compassion toward the infirm.

Jesus not only taught his disciples to be compassionate, but he also told them who should be the special object of their compassion. The parable of the feast with its humble guests was preceded by the instruction: "When you hold a banquet, invite the poor, the crippled, the lame, the blind" (Lk 14:13). These were people whom Jesus healed and loved.

Catholic health care is a response to the challenge of Jesus to go and do likewise. Catholic health care services rejoice in the challenge to be Christ's healing compassion in the world and see their ministry not only as an effort to restore and preserve health but also as a spiritual service and a sign of that final healing that will one day bring about the new creation that is the ultimate fruit of Jesus' ministry and God's love for us.

Notes

1. United States Conference of Catholic Bishops, *Health and Health Care: A Pastoral Letter of the American Catholic Bishops* (Washington, DC: United States Conference of Catholic Bishops, 1981).
2. Health care services under Catholic auspices are carried out in a variety of institutional settings (e.g., hospitals, clinics, outpatient facilities, urgent care centers, hospices, nursing homes, and parishes). Depending on the context, these Directives will employ the terms “institution” and/or “services” in order to encompass the variety of settings in which Catholic health care is provided.
3. *Health and Health Care*, p. 5.
4. Second Vatican Ecumenical Council, *Decree on the Apostolate of the Laity (Apostolicam Actuositatem)* (1965), no. 1.
5. Pope John Paul II, Post-Synodal Apostolic Exhortation *On the Vocation and the Mission of the Lay Faithful in the Church and in the World (Christifideles Laici)* (Washington, DC: United States Conference of Catholic Bishops, 1988), no. 29.
6. As examples, see Congregation for the Doctrine of the Faith, *Declaration on Procured Abortion* (1974); Congregation for the Doctrine of the Faith, *Declaration on Euthanasia* (1980); Congregation for the Doctrine of the Faith, *Instruction on Respect for Human Life in Its Origin and on the Dignity of Procreation: Replies to Certain Questions of the Day (Donum Vitae)* (Washington, DC: United States Conference of Catholic Bishops, 1987).
7. Pope John XXIII, Encyclical Letter *Peace on Earth (Pacem in Terris)* (Washington, DC: United States Conference of Catholic Bishops, 1963), no. 11; *Health and Health Care*, pp. 5, 17-18; *Catechism of the Catholic Church*, 2nd ed. (Washington, DC: Libreria Editrice Vaticana–United States Conference of Catholic Bishops, 2000), no. 2211.
8. Pope John Paul II, *On Social Concern, Encyclical Letter on the Occasion of the Twentieth Anniversary of “Populorum Progressio” (Sollicitudo Rei Socialis)* (Washington, DC: United States Conference of Catholic Bishops, 1988), no. 43.
9. United States Conference of Catholic Bishops, *Economic Justice for All: Pastoral Letter on Catholic Social Teaching and the U.S. Economy* (Washington, DC: United States Conference of Catholic Bishops, 1986), no. 80.

10. The duty of responsible stewardship demands responsible collaboration. But in collaborative efforts, Catholic institutionally based health care services must be attentive to occasions when the policies and practices of other institutions are not compatible with the Church's authoritative moral teaching. At such times, Catholic health care institutions should determine whether or to what degree collaboration would be morally permissible. To make that judgment, the governing boards of Catholic institutions should adhere to the moral principles on cooperation. See Part Six.

11. *Health and Health Care*, p. 12.

12. Cf. *Code of Canon Law*, cc. 921-923.

13. Cf. *ibid.*, c. 867, § 2, and c. 871.

14. To confer Baptism in an emergency, one must have the proper intention (to do what the Church intends by Baptism) and pour water on the head of the person to be baptized, meanwhile pronouncing the words: "I baptize you in the name of the Father, and of the Son, and of the Holy Spirit."

15. Cf. c. 883, 3°.

16. For example, while the donation of a kidney represents loss of biological integrity, such a donation does not compromise functional integrity since human beings are capable of functioning with only one kidney.

17. Cf. directive 53.

18. *Declaration on Euthanasia*, Part IV; cf. also directives 56-57.

19. It is recommended that a sexually assaulted woman be advised of the ethical restrictions that prevent Catholic hospitals from using abortifacient procedures; cf. Pennsylvania Catholic Conference, "Guidelines for Catholic Hospitals Treating Victims of Sexual Assault," *Origins* 22 (1993): 810.

20. Pope John Paul II, "Address of October 29, 1983, to the 35th General Assembly of the World Medical Association," *Acta Apostolicae Sedis* 76 (1984): 390.

21. Second Vatican Ecumenical Council, *Pastoral Constitution on the Church in the Modern World* (*Gaudium et Spes*) (1965), no. 49.

22. *Ibid.*, no. 50.

23. Pope Paul VI, Encyclical Letter *On the Regulation of Birth* (*Humanae Vitae*) (Washington, DC: United States Conference of Catholic Bishops, 1968), no. 14.

24. *Ibid.*, no. 12.

25. Pope John XXIII, Encyclical Letter *Mater et Magistra* (1961), no. 193, quoted in Congregation for the Doctrine of the Faith, *Donum Vitae*, no. 4.

26. Pope John Paul II, Encyclical Letter *The Splendor of Truth (Veritatis Splendor)* (Washington, DC: United States Conference of Catholic Bishops, 1993), no. 50.

27. "Homologous artificial insemination within marriage cannot be admitted except for those cases in which the technical means is not a substitute for the conjugal act but serves to facilitate and to help so that the act attains its natural purpose" (*Donum Vitae*, Part II, B, no. 6; cf. also Part I, nos. 1, 6).

28. *Ibid.*, Part II, A, no. 2.

29. "Artificial insemination as a substitute for the conjugal act is prohibited by reason of the voluntarily achieved dissociation of the two meanings of the conjugal act. Masturbation, through which the sperm is normally obtained, is another sign of this dissociation: even when it is done for the purpose of procreation, the act remains deprived of its unitive meaning: 'It lacks the sexual relationship called for by the moral order, namely, the relationship which realizes "the full sense of mutual self-giving and human procreation in the context of true love"' (*Donum Vitae*, Part II, B, no. 6).

30. *Ibid.*, Part II, A, no. 3.

31. Cf. directive 45.

32. *Donum Vitae*, Part I, no. 2.

33. Cf. *ibid.*, no. 4. (Washington, DC: United States Conference of Catholic Bishops, 1988), no. 43.

34. Cf. Congregation for the Doctrine of the Faith, "Responses on Uterine Isolation and Related Matters," July 31, 1993, *Origins* 24 (1994): 211-212.

35. Pope John Paul II, Apostolic Letter *On the Christian Meaning of Human Suffering (Salvifici Doloris)* (Washington, DC: United States Conference of Catholic Bishops, 1984), nos. 25-27.

36. United States Conference of Catholic Bishops, *Order of Christian Funerals* (Collegeville, Minn.: The Liturgical Press, 1989), no. 1.

37. See *Declaration on Euthanasia*.

38. *Ibid.*, Part II.

39. *Ibid.*, Part IV; Pope John Paul II, Encyclical Letter *On the Value and Inviolability of Human Life (Evangelium Vitae)* (Washington, DC: United States Conference of Catholic Bishops, 1995), no. 65.

40. See Pope John Paul II, Address to the Participants in the International Congress on “Life-Sustaining Treatments and Vegetative State: Scientific Advances and Ethical Dilemmas” (March 20, 2004), no. 4, where he emphasized that “the administration of water and food, even when provided by artificial means, always represents a *natural means* of preserving life, not a *medical act*.” See also Congregation for the Doctrine of the Faith, “Responses to Certain Questions of the United States Conference of Catholic Bishops Concerning Artificial Nutrition and Hydration” (August 1, 2007).

41. Congregation for the Doctrine of the Faith, Commentary on “Responses to Certain Questions of the United States Conference of Catholic Bishops Concerning Artificial Nutrition and Hydration.”

42. See *Declaration on Euthanasia*, Part IV.

43. *Donum Vitae*, Part I, no. 4.

44. While there are many acts of varying moral gravity that can be identified as intrinsically evil, in the context of contemporary health care the most pressing concerns are currently abortion, euthanasia, assisted suicide, and direct sterilization. See Pope John Paul II’s *Ad Limina* Address to the bishops of Texas, Oklahoma, and Arkansas (Region X), in *Origins* 28 (1998): 283. See also “Reply of the Sacred Congregation for the Doctrine of the Faith on Sterilization in Catholic Hospitals” (*Quaecumque Sterilizatio*), March 13, 1975, *Origins* 6 (1976): 33-35: “Any cooperation institutionally approved or tolerated in actions which are in themselves, that is, by their nature and condition, directed to a contraceptive end . . . is absolutely forbidden. For the official approbation of direct sterilization and, *a fortiori*, its management and execution in accord with hospital regulations, is a matter which, in the objective order, is by its very nature (or intrinsically) evil.” This directive supersedes the “Commentary on the Reply of the Sacred Congregation for the Doctrine of the Faith on Sterilization in Catholic Hospitals” published by the National Conference of Catholic Bishops on September 15, 1977, in *Origins* 7 (1977): 399-400.

45. See *Catechism of the Catholic Church*: “Scandal is an attitude or behavior which leads another to do evil” (no. 2284); “Anyone who uses the power at his disposal in such a way that it leads others to do wrong becomes guilty of scandal and responsible for the evil that he has directly or indirectly encouraged” (no. 2287).

46. See “The Pastoral Role of the Diocesan Bishop in Catholic Health Care Ministry,” *Origins* 26 (1997): 703.

This fifth edition of the *Ethical and Religious Directives for Catholic Health Care Services* was developed by the Committee on Doctrine of the United States Conference of Catholic Bishops (USCCB) and approved as the national code by the full body of the USCCB at its November 2009 General Meeting. This edition of the *Directives*, which replaces all previous editions, is recommended for implementation by the diocesan bishop and is authorized for publication by the undersigned.

Msgr. David J. Malloy, STD
General Secretary, USCCB

In 2001 the National Conference of Catholic Bishops and United States Catholic Conference became the United States Conference of Catholic Bishops.

Excerpts from *The Documents of Vatican II*, ed. Walter M. Abbott, SJ, copyright © 1966 by America Press are used with permission. All rights reserved.

Scripture texts used in this work are taken from the *New American Bible*, copyright © 1991, 1986, and 1970 by the Confraternity of Christian Doctrine, Washington, D.C., 20017 and are used by permission of the copyright owner. All rights reserved.

Copyright © 2009, United States Conference of Catholic Bishops, Washington, D.C. All rights reserved. No part of this work may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from the copyright holder.

To obtain a catalog of USCCB titles, visit www.usccbpublishing.org or call toll-free 800-235-8722. In the Washington metropolitan area or from outside the United States, call 202-722-8716. Para pedidos en español, llame al 800-235-8722 y presione 4 para hablar con un representante del servicio al cliente en español.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Beeson, Tayer & Bodine, APC ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for Facilitating negotiations between the District and the CFE/AFT 1911, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable (____)].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty Thousand ----- Dollars (\$ 20,000). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: \$750 per negotiation session plus 50% of reasonable travel expenses for consultant to facilitate negotiation sessions between the CFE/AFT 1911 and the District. Payment made after services rendered and invoice received. (The fee listed is 50% of total cost of services; the other 50% to be paid by CFE).

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

\$750 per day of negotiation and 50% of reasonable travel expenses to include airfare, car rental, lodging and meals.

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about August 16, 2012. All SERVICES shall be completed by no later than June 30, 2013 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

(College)
Attn: Vice President Administrative Services

_____, CA

TO INDEPENDENT CONSULTANT

Beeson, Tayer & Bodine
Attn: Neil Bodine
[ADDRESS] Ross House, Suite 200
483 Ninth Street, Oakland, CA 94607

Copy to:

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

Any such notices personally served or delivered by carrier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

Dated: _____

[Name] Neil Bodine
[Title] Senior Partner
Social Security No. or Federal ID No. 943126136
Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for **DISTRICT**:

Facilitate negotiations between the Coast Community College District and the Coast Federation of Educators/American Federation of Teachers (CFE/AFT) Local 1911.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and **Barboza & Associates** ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for **conducting investigations of personnel matters, as requested by the District, at the direction of General Counsel**, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: **\$295 per hour for Carla Barboza; \$145 - \$175 per hour for her associates.**

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows: **Investigation of personnel matters, as requested by the District, at the direction of District's General Counsel.**

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about **August 16, 2012**. All SERVICES shall be completed by no later than **June 30, 2013** at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR, or of any officer, director, agent, or employee of INDEPENDENT CONTRACTOR, that is related to the investigation conducted by INDEPENDENT CONTRACTOR and which constitutes gross negligence or intentional wrongdoing by INDEPENDENT CONTRACTOR

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents.

INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Coast Community College District (College)
Attn: Vice President Administrative Services
1370 Adams Ave.
Costa Mesa, CA 92626

TO INDEPENDENT CONSULTANT

Barboza & Associates
Attn: Carla Barboza
660 South Figueroa Street
Suite 1620
Los Angeles, CA 90017

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

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT**INDEPENDENT CONTRACTOR**

President, Board of Trustees
Coast Community College District

Dated: _____

[Name] Carla Barboza

[Title] President

Social Security No. or Federal ID N°
Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for DISTRICT:

The conduct investigation of personnel matters, as requested by the District, under direction of the General Counsel. Upon completion of an investigation, written report will be provided to the District.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Lynne Davis, partner with Employment Matters Counseling & Consulting LLP ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for conducting investigations of personnel matters, as requested by the District, at the direction of General Counsel, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: **\$250 per hour.**

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows: Investigation of personnel matters, as requested by the District, at the direction of District's General Counsel.

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about August 16, 2012. All SERVICES shall be completed by no later than June 30, 2013 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR, or of any officer, director, agent, or employee of INDEPENDENT CONTRACTOR, that is related to the investigation conducted by INDEPENDENT CONTRACTOR and which constitutes gross negligence or intentional wrongdoing by INDEPENDENT CONTRACTOR

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents.

INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:_____
(College)Attn: _____

_____**TO INDEPENDENT CONSULTANT****Employment Matters Counseling &
Consulting LLP**Attn: Lynne M. Davis
1500 Rosecrans Ave., Suite 500
Manhattan Beach, CA 90266**Copy to:**Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT**INDEPENDENT CONTRACTOR**_____
President, Board of Trustees
Coast Community College District

Dated: _____

[Name] Lynne M. Davis

[Title] Partner

Social Security No. or Federal ID No. _____
Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for **DISTRICT**:

To conduct investigations of personnel matters, as requested by the District, under direction of the General Counsel. Upon completion of an investigation, a written report will be provided to the District.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Norman A. Traub Associates ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for conducting investigations of personnel matters, as requested by the District, under the direction of the General Counsel and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out of the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".
5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

7. under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: **\$130 per hour (to be discounted by 5%) plus mileage and transportation expenses. A fee of \$250 per hour (4 hour minimum) for post-investigation hearings, trials, etc.**

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

Investigation of personnel matters, as requested by the District, under the direction of the General Counsel.

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about **August 16, 2012**. All SERVICES shall be completed by no later than **June 30, 2013** at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director, Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost,

expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

3. INDEPENDENT CONTRACTOR shall not be responsible for acts, omissions, or negligence by the District.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Coast Community College District (College)
Attn: Vice President Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

TO INDEPENDENT CONSULTANT

Norman A. Traub Associates
Attn: Norm Traub
5409 Via Fonte
Yorba Linda, CA 92886

Copy to:

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

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

Dated: _____

[Name] Norman A. Traub

[Title] President

Social Security No. or Federal ID No. _ _ _ _

Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for **DISTRICT**:

The conduct investigation of personnel matters, as requested by the District, under direction of the General Counsel. Upon completion of an investigation, written report will be provided to the District.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and The Sintra Group ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for conducting investigations of personnel matters, as requested by the District, under the direction of the General Counsel, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".
5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: **\$120 per hour plus mileage @ IRS standard mileage rate for travel outside the 100 mile radius from the district. \$50 per diem for food, plus actual expenses for travel and lodging pre-approved by the District.**

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

Investigation of personnel matters, as requested by the District, under the direction of the General Counsel.

ARTICLE III TERM. TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about August 16, 2012. ALL SERVICES shall be completed by no later than June 30, 2013 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT's governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Attn: Vice President Administrative Services

TO INDEPENDENT CONSULTANT

Sintra Group

Attn: Seven Bowman

6085 King Drive, Suite 103

Ventura, CA 93003

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Service
1370 Adams Avenue
Costa Mesa, Ca 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

Dated: _____

[Name] Steven Bowman

[Title] Owner

Social Security No. or Federal ID No. _____

Dated: July 26, 2011

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for **DISTRICT**:

The conduct investigation of personnel matters, as requested by the District, under direction of the General Counsel. Upon completion of an investigation, written report will be provided to the District.

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Susan Woolley ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for conducting investigations of personnel matters, as requested by the District, under the direction of the General Counsel, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".
5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: **\$250 per hour, billed in 1/10 hour increments. Time spent in transit, but not working directly on services pursuant to this contract shall be compensated at \$125 per hour. Time spent in transit working directly on services pursuant to this Contract shall be compensated at her regular hourly rate of \$250 per hour.**

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

Investigation of personnel matters, as requested by the District, under the direction of the District's General Counsel.

ARTICLE III TERM. TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about August 16, 2012. ALL SERVICES shall be completed by no later than June 30, 2013 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT's governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold DISTRICT harmless for any claims, damages, or complaints against DISTRICT arising directly out of INDEPENDENT CONTRACTOR'S performance under this Contract. DISTRICT agrees to indemnify and hold INDEPENDENT CONTRACTOR harmless for any claims, damages or complaints against INDEPENDENT CONTRACTOR arising directly out of DISTRICT'S performance under this Contract.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Attn: Vice President Administrative Services

TO INDEPENDENT CONSULTANT

Susan Woolley
Attn: Susan Woolley
170 S. Euclid Avenue
Pasadena, CA 91101

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Service
1370 Adams Avenue
Costa Mesa, Ca 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

President, Board of Trustees
Coast Community College District

Dated: _____

INDEPENDENT CONTRACTOR

[Name] Susan Woolley
[Title] Attorney at Law

Social Security No. or Federal ID No. _____

Dated: _____

ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for **DISTRICT**:

The conduct investigation of personnel matters, as requested by the District, under direction of the General Counsel. Upon completion of an investigation, written report will be provided to the District.

***COAST COMMUNITY COLLEGE DISTRICT
EXECUTIVE EDUCATIONAL ADMINISTRATOR
EMPLOYMENT AGREEMENT**

1. **Parties.** The Board of Trustees ("Board") of Coast Community College District ("District"), on the one hand, and Dr. Deborah D. Hirsh ("Hirsh"), on the other hand, hereby enter into this Executive Educational Administrator Employment Agreement ("Agreement"). District and Hirsh are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Hirsh in the position of Vice-Chancellor of Human Resources.

3. **General 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 District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Hirsh agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for Vice-Chancellor of Human Resources, as currently exists or as subsequently may be modified, and all duties and responsibilities which may be delegated or assigned to Hirsh by the Chancellor or Board.

5. **Term; Extension.** District agrees to employ Hirsh, and Hirsh agrees to serve, for the period commencing on July 1, 2012 and ending on June 30, 2015. This Agreement expires on June 30, 2015 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. After the Chancellor submits Hirsh's annual performance evaluation to Board, District shall make a good faith effort to notify Hirsh by June 30, 2014 whether District intends to re-employ Hirsh for another contract term, whether District does not intend to re-employ Hirsh for another contract term, or whether District has not yet made a determination about re-employment; if Board so determines that Hirsh is to be re-employed, then it is the Parties' intent to terminate this Agreement and to enter into a new three-year employment agreement.

6. **Prior Agreements.** This Agreement supersedes all prior employment agreements between the Parties.

7. **Salary.** District shall pay an annual salary to Hirsh of \$190,000, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis.

8. **Mileage Stipend.** Hirsh is entitled to a monthly mileage stipend of \$290 for use of her own car on District business.

9. **Work Year.** The work year for this Agreement is 12 months.

10. **Health and Welfare Benefits.** District shall provide Hirsh with the same health and welfare benefits as approved by Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by Board.

11. **Fringe Benefits.** Hirsh 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 Board.

12. **Evaluation.** Hirsh shall be evaluated annually by the Chancellor, in consultation with Board, pursuant to District policy and regulations, as currently exists or as hereinafter may be amended.

13. **Dismissal or Imposition of Penalties During the Term of Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Hirsh 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. Hirsh shall be entitled to due process protections as required by law.

14. **Retreat Rights.** The retreat rights for Hirsh shall be in accordance with Board Policy and Section 87458 of the *Education Code*. Hirsh's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

15. **Buy-Out of Agreement.** Except if District terminates this Agreement pursuant to Section 13 of this Agreement, and notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement that Hirsh may receive shall be an amount equal to the monthly salary of Hirsh 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 twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of Hirsh multiplied by twelve.

16. **Medical Examination.** Hirsh agrees to have a comprehensive medical examination every academic year which shall be conducted by a physician chosen by Hirsh. Additionally, District retains the right to require Hirsh to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Hirsh's ability to perform her duties and responsibilities as Vice-Chancellor of Human Resources. District shall pay the cost of all medical examinations pursuant to this Section 16. Hirsh shall provide a written description of her duties and responsibilities to the physician prior to the examination, and the physician shall inform the Chancellor and Board, in writing, only as to whether there are any functional limitations with respect to Hirsh's ability to perform her duties and responsibilities as Vice-Chancellor of Human Resources.

17. **Reassignment During the Term of Agreement.** Board, without cause, may reassign Hirsh to any administrative or faculty position for which Hirsh is qualified. In consideration of District's right of reassignment, District shall pay to Hirsh her current salary for the remainder of the term of this Agreement.

18. **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.

19. **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.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees
Coast Community College District

Date

Dr. Deborah D. Hirsh
Vice-Chancellor of Human Resources

Date

***COAST COMMUNITY COLLEGE DISTRICT
EXECUTIVE EDUCATIONAL ADMINISTRATOR
EMPLOYMENT AGREEMENT**

1. **Parties.** The Board of Trustees ("Board") of Coast Community College District ("District"), on the one hand, and Dr. Loretta Adrian ("Adrian"), on the other hand, hereby enter into this Executive Educational Administrator Employment Agreement ("Agreement"). District and Adrian are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Adrian in the position of President of Coastline Community College.

3. **General 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 District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Adrian agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for President of Coastline Community College, as currently exists or as subsequently may be modified, and all duties and responsibilities which may be delegated or assigned to Adrian by the Chancellor or Board.

5. **Term; Extension.** District agrees to employ Adrian, and Adrian agrees to serve, for the period commencing on July 1, 2012 and ending on June 30, 2015. This Agreement expires on June 30, 2015 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. After the Chancellor submits Adrian's annual performance evaluation to Board, District shall make a good faith effort to notify Adrian by June 30, 2014 whether District intends to re-employ Adrian for another contract term, whether District does not intend to re-employ Adrian for another contract term, or whether District has not yet made a determination about re-employment; if Board so determines that Adrian is to be re-employed, then it is the Parties' intent to terminate this Agreement and to enter into a new three-year employment agreement.

6. **Prior Agreements.** This Agreement supersedes all prior employment agreements between the Parties.

7. **Salary.** District shall pay an annual salary to Adrian of \$190,000, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis.

8. **Mileage Stipend.** Adrian is entitled to a monthly mileage stipend of \$290 for use of her own car on District business.

9. **Work Year.** The work year for this Agreement is 12 months.

10. **Health and Welfare Benefits.** District shall provide Adrian with the same health and welfare benefits as approved by Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by Board.

11. **Fringe Benefits.** Adrian 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 Board.

12. **Evaluation.** Adrian shall be evaluated annually by the Chancellor, in consultation with Board, pursuant to District policy and regulations, as currently exists or as hereinafter may be amended.

13. **Dismissal or Imposition of Penalties During the Term of Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Adrian 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. Adrian shall be entitled to due process protections as required by law.

14. **Retreat Rights.** The retreat rights for Adrian shall be in accordance with Board Policy and Section 87458 of the *Education Code*. Adrian's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

15. **Buy-Out of Agreement.** Except if District terminates this Agreement pursuant to Section 13 of this Agreement, and notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement that Adrian may receive shall be an amount equal to the monthly salary of Adrian 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 twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of Adrian multiplied by twelve.

16. **Medical Examination.** Adrian agrees to have a comprehensive medical examination every academic year which shall be conducted by a physician chosen by Adrian. Additionally, District retains the right to require Adrian to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Adrian's ability to perform her duties and responsibilities as President of Coastline Community College. District shall pay the cost of all medical examinations pursuant to this Section 16. Adrian shall provide a written description of her duties and responsibilities to the physician prior to the examination, and the physician shall inform the Chancellor and Board, in writing, only as to whether there are any functional limitations with respect to Adrian's ability to perform her duties and responsibilities as President of Coastline Community College.

17. **Reassignment During the Term of Agreement.** Board, without cause, may reassign Adrian to any administrative or faculty position for which Adrian is qualified. In consideration of District's right of reassignment, District shall pay to Adrian her current salary for the remainder of the term of this Agreement.

18. **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.

19. **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.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees
Coast Community College District

Date

Dr. Loretta Adrian
President of Coastline Community College

Date

***COAST COMMUNITY COLLEGE DISTRICT
EXECUTIVE EDUCATIONAL ADMINISTRATOR
EMPLOYMENT AGREEMENT**

1. **Parties.** The Board of Trustees ("Board") of Coast Community College District ("District"), on the one hand, and Johns W. Bryan ("Bryan"), on the other hand, hereby enter into this Executive Educational Administrator Employment Agreement ("Agreement"). District and Bryan are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Bryan in the position of President of Golden West College.

3. **General 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 District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Bryan agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for President of Golden West College, as currently exists or as subsequently may be modified, and all duties and responsibilities which may be delegated or assigned to Bryan by the Chancellor or Board.

5. **Term; Extension.** District agrees to employ Bryan, and Bryan agrees to serve, for the period commencing on July 1, 2012 and ending on June 30, 2015. This Agreement expires on June 30, 2015 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. After the Chancellor submits Bryan's annual performance evaluation to Board, District shall make a good faith effort to notify Bryan by June 30, 2014 whether District intends to re-employ Bryan for another contract term, whether District does not intend to re-employ Bryan for another contract term, or whether District has not yet made a determination about re-employment; if Board so determines that Bryan is to be re-employed, then it is the Parties' intent to terminate this Agreement and to enter into a new three-year employment agreement.

6. **Prior Agreements.** This Agreement supersedes all prior employment agreements between the Parties.

7. **Salary.** District shall pay an annual salary to Bryan of \$220,298, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis.

8. **Mileage Stipend.** Bryan is entitled to a monthly mileage stipend of \$290 for use of his own car on District business.

9. **Work Year.** The work year for this Agreement is 12 months.

10. **Health and Welfare Benefits.** District shall provide Bryan with the same

health and welfare benefits as approved by Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by Board.

11. **Fringe Benefits.** Bryan 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 Board.

12. **Evaluation.** Bryan shall be evaluated annually by the Chancellor, in consultation with Board, pursuant to District policy and regulations, as currently exists or as hereinafter may be amended.

13. **Dismissal or Imposition of Penalties During the Term of Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Bryan 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. Bryan shall be entitled to due process protections as required by law.

14. **Retreat Rights.** The retreat rights for Bryan shall be in accordance with Board Policy and Section 87458 of the *Education Code*. Bryan's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

15. **Buy-Out of Agreement.** Except if District terminates this Agreement pursuant to Section 13 of this Agreement, and notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement that Bryan may receive shall be an amount equal to the monthly salary of Bryan 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 twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of Bryan multiplied by twelve.

16. **Medical Examination.** Bryan agrees to have a comprehensive medical examination every academic year which shall be conducted by a physician chosen by Bryan. Additionally, District retains the right to require Bryan to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Bryan's ability to perform his duties and responsibilities as President of Golden West College. District shall pay the cost of all medical examinations pursuant to this Section 16. Bryan shall provide a written description of his duties and responsibilities to the physician prior to the examination, and the physician shall inform the Chancellor and Board, in writing, only as to whether there are any functional limitations with respect to Bryan's ability to perform his duties and responsibilities as President of Golden West College.

17. **Reassignment During the Term of Agreement.** Board, without cause, may reassign Bryan to any administrative or faculty position for which Bryan is qualified. In consideration of District's right of reassignment, District shall pay to Bryan his current salary for the remainder of the term of this Agreement.

18. **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.

19. **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.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees
Coast Community College District

Date

Johns W. Bryan
President of Golden West College

Date

***COAST COMMUNITY COLLEGE DISTRICT
EXECUTIVE EDUCATIONAL ADMINISTRATOR
EMPLOYMENT AGREEMENT**

1. **Parties.** The Board of Trustees ("Board") of Coast Community College District ("District"), on the one hand, and W. Andrew Dunn ("Dunn"), on the other hand, hereby enter into this Executive Educational Administrator Employment Agreement ("Agreement"). District and Dunn are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Dunn in the position of Vice-Chancellor of Finance and Administrative Services.

3. **General 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 District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Dunn agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for Vice-Chancellor of Finance and Administrative Services, as currently exists or as subsequently may be modified, and all duties and responsibilities which may be delegated or assigned to Dunn by the Chancellor or Board.

5. **Term; Extension.** District agrees to employ Dunn, and Dunn agrees to serve, for the period commencing on July 1, 2012 and ending on June 30, 2015. This Agreement expires on June 30, 2015 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. After the Chancellor submits Dunn's annual performance evaluation to Board, District shall make a good faith effort to notify Dunn by June 30, 2014 whether District intends to re-employ Dunn for another contract term, whether District does not intend to re-employ Dunn for another contract term, or whether District has not yet made a determination about re-employment; if Board so determines that Dunn is to be re-employed, then it is the Parties' intent to terminate this Agreement and to enter into a new three-year employment agreement.

6. **Prior Agreements.** This Agreement supersedes all prior employment agreements between the Parties.

7. **Salary.** District shall pay an annual salary to Dunn of \$190,000, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis.

8. **Mileage Stipend.** Dunn is entitled to a monthly mileage stipend of \$290 for use of his own car on District business.

9. **Work Year.** The work year for this Agreement is 12 months.

10. **Health and Welfare Benefits.** District shall provide Dunn with the same health and welfare benefits as approved by Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by Board.

11. **Fringe Benefits.** Dunn 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 Board.

12. **Evaluation.** Dunn shall be evaluated annually by the Chancellor, in consultation with Board, pursuant to District policy and regulations, as currently exists or as hereinafter may be amended.

13. **Dismissal or Imposition of Penalties During the Term of Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Dunn 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. Dunn shall be entitled to due process protections as required by law.

14. **Retreat Rights.** The retreat rights for Dunn shall be in accordance with Board Policy and Section 87458 of the *Education Code*. Dunn's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

15. **Buy-Out of Agreement.** Except if District terminates this Agreement pursuant to Section 13 of this Agreement, and notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement that Dunn may receive shall be an amount equal to the monthly salary of Dunn 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 twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of Dunn multiplied by twelve.

16. **Medical Examination.** Dunn agrees to have a comprehensive medical examination every academic year which shall be conducted by a physician chosen by Dunn. Additionally, District retains the right to require Dunn to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Dunn's ability to perform his duties and responsibilities as Vice-Chancellor of Finance and Administrative Services. District shall pay the cost of all medical examinations pursuant to this Section 16. Dunn shall provide a written description of his duties and responsibilities to the physician prior to the examination, and the physician shall inform the Chancellor and Board, in writing, only as to whether there are any functional limitations with respect to Dunn's ability to perform his duties and responsibilities as Vice-Chancellor of Finance and Administrative Services.

17. **Reassignment During the Term of Agreement.** Board, without cause, may reassign Dunn to any administrative or faculty position for which Dunn is qualified. In consideration of District's right of reassignment, District shall pay to Dunn his current salary for

the remainder of the term of this Agreement.

18. **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.

19. **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.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees
Coast Community College District

Date

W. Andrew Dunn
Vice-Chancellor of Finance and Administrative
Services

Date

***COAST COMMUNITY COLLEGE DISTRICT
EXECUTIVE EDUCATIONAL ADMINISTRATOR
EMPLOYMENT AGREEMENT**

1. **Parties.** The Board of Trustees ("Board") of Coast Community College District ("District"), on the one hand, and Dr. Dennis R. Harkins ("Harkins"), on the other hand, hereby enter into this Executive Educational Administrator Employment Agreement ("Agreement"). District and Harkins are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Harkins in the position of President of Orange Coast College.

3. **General 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 District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Harkins agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for President of Orange Coast College, as currently exists or as subsequently may be modified, and all duties and responsibilities which may be delegated or assigned to Harkins by the Chancellor or Board.

5. **Term; Extension.** District agrees to employ Harkins, and Harkins agrees to serve, for the period commencing on July 1, 2012 and ending on June 30, 2015. This Agreement expires on June 30, 2015 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. After the Chancellor submits Harkins's annual performance evaluation to Board, District shall make a good faith effort to notify Harkins by June 30, 2014 whether District intends to re-employ Harkins for another contract term, whether District does not intend to re-employ Harkins for another contract term, or whether District has not yet made a determination about re-employment; if Board so determines that Harkins is to be re-employed, then it is the Parties' intent to terminate this Agreement and to enter into a new three-year employment agreement.

6. **Prior Agreements.** This Agreement supersedes all prior employment agreements between the Parties.

7. **Salary.** District shall pay an annual salary to Harkins of \$190,000, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis.

8. **Mileage Stipend.** Harkins is entitled to a monthly mileage stipend of \$290 for use of his own car on District business.

9. **Work Year.** The work year for this Agreement is 12 months.

10. **Health and Welfare Benefits.** District shall provide Harkins with the same health and welfare benefits as approved by Board for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by Board.

11. **Fringe Benefits.** Harkins 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 Board.

12. **Evaluation.** Harkins shall be evaluated annually by the Chancellor, in consultation with Board, pursuant to District policy and regulations, as currently exists or as hereinafter may be amended.

13. **Dismissal or Imposition of Penalties During the Term of Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Harkins 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. Harkins shall be entitled to due process protections as required by law.

14. **Retreat Rights.** The retreat rights for Harkins shall be in accordance with Board Policy and Section 87458 of the *Education Code*. Harkins's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

15. **Buy-Out of Agreement.** Except if District terminates this Agreement pursuant to Section 13 of this Agreement, and notwithstanding Section 53260 of the *Government Code*, the maximum cash settlement that Harkins may receive shall be an amount equal to the monthly salary of Harkins 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 twelve months, the maximum cash settlement shall be an amount equal to the monthly salary of Harkins multiplied by twelve.

16. **Medical Examination.** Harkins agrees to have a comprehensive medical examination every academic year which shall be conducted by a physician chosen by Harkins. Additionally, District retains the right to require Harkins to undergo additional medical examinations by a physician of Board's choice; the scope of any such additional medical examination shall be limited to whether there are any functional limitations with respect to Harkins's ability to perform his duties and responsibilities as President of Orange Coast College. District shall pay the cost of all medical examinations pursuant to this Section 16. Harkins shall provide a written description of his duties and responsibilities to the physician prior to the examination, and the physician shall inform the Chancellor and Board, in writing, only as to whether there are any functional limitations with respect to Harkins's ability to perform his duties and responsibilities as President of Orange Coast College.

17. **Reassignment During the Term of Agreement.** Board, without cause, may reassign Harkins to any administrative or faculty position for which Harkins is qualified. In consideration of District's right of reassignment, District shall pay to Harkins his current salary for the remainder of the term of this Agreement.

18. **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.

19. **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.

20. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno
President, Board of Trustees
Coast Community College District

Date

Dr. Dennis R. Harkins
President of Orange Coast College

Date



Agreement Number: — — — — —

STUDENT FIELD PLACEMENT AGREEMENT

This Agreement is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach, hereinafter called "University" and Coast Community College District/Golden West College Student Health Center, hereinafter called "Facility" for field placement of University students at Facility in accordance with the attached exhibit which by this reference is incorporated into and made part of this agreement.

Exhibit A Specific Protocol, consisting of two pages

GENERAL PROVISIONS

Indemnification and Insurance

University and Facility shall each be responsible for damages caused by the negligence of its directors, officers, agents, and employees occurring in the performance of this Agreement. The provisions of this paragraph, as intended by University and Facility, shall be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

Each party shall maintain commercial general liability or a program of self insurance with limits of not less than \$1 million per occurrence.

Neither University nor Facility provides medical, health, or non-travel accident insurance for students participating in field placements.

Should Facility require proof of professional liability insurance coverage, the participating student is responsible to obtain such proof from the University Office of Risk Management.

Workers' compensation insurance coverage for students shall be provided by the University.

Services Responsibility

The Facility retains professional and administrative responsibility for the services rendered at the Facility.

Student Safety and Personal Risk

The Facility shall inform the participating student of any potential health or safety risks associated with their field placement.

Term of Agreement

The term of this Agreement shall be operative from date of full execution until 10/31/2015. However, either party may cancel this Agreement upon thirty (30) days written notice.

Confidentiality

All parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which provides for comprehensive Federal protection for the privacy of personal health information.

California State University Long Beach
1250 Bellflower Blvd., BH-346
Long Beach, CA 90840-0123

Coast Community College District/Golden West College
2701 Fairview Road
Costa Mesa, CA 92626
714-432-5808 714-432-5097
Phone number Fax Number

Authorized Signature
Carolyn Dersch
Contracts Specialist

Date: _____

President, Governing Board of Trustees,
Coast Community College District

Date: _____



**SPECIFIC PROTOCOL
SOCIAL WORK
Student Field Placement Agreement
Exhibit A**

The California State University Long Beach (University) Graduate/Undergraduate Social Work Major is approved by the California State University (CSU) Trustees and accredited by the Council on Social Work Education.

Both parties (University and Facility as identified on the signature page of this Agreement) agree to the mutual benefit hereto that students of the University's Department of Social Work use the Facility for fieldwork experience.

At all times during operation of this contract the intern will be in a student-educational institutional relationship and not considered to be an employee or agent of either University or Facility.

I. FACILITY SHALL:

- A. Permit each student designated by the University pursuant to Paragraph "II. A" below to receive clinical social work fieldwork experience at the Facility and shall permit such students and University social work instructors free access to appropriate social work facilities for such clinical social work fieldwork experience.
- B. Furnish appropriate facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the facilities and provide opportunities in such a manner that the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved fieldwork experience shall be met at all times.
- D. Assure that staff is adequate in number and quality to ensure safe and continuous health care to individuals. Facility shall maintain sole responsibility and accountability for patient care.
- E. Permit the Facility's social work director and other designated personnel to attend University social work faculty meetings, or any committee thereof, to coordinate the fieldwork experience program provided for under this Agreement.
- F. Have the right, after consultation with University, to refuse to accept for further fieldwork experience any University student who in the Facility's judgment is not participating satisfactorily in said program.
- G. Notify University social work instructors of any change in the Facility's social work director/management appointments.
- H. Provide emergency first aid or treatment as required in connection with any injury or illness incurred by a student during performance of his/her clinical training. Facility will direct student to the appropriate healthcare facility for follow-up care. All costs associated with said emergency health care is the sole responsibility of the student.



II. UNIVERSITY SHALL:

- A. Designate enrolled University social work students for social work experience at the Facility, in such numbers as are mutually agreed to by both parties.
- B. Work with Facility to establish a rotation plan for the various types of social work experience.
- C. Keep all attendance and academic records of students participating in said program.
- D. Be responsible for student professional activities and conduct while in the Facility.
- E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of University and Facility.
- F. Require University's social work instructors to notify Facility's director in advance of:
 - 1. Student social work schedules.
 - 2. Placement of students in fieldwork assignments.
 - 3. Changes in fieldwork assignments.
- G. In consultation and coordination with the Facility's social work director and social work staff, plan for the fieldwork experience to be provided to students under this Agreement.
- H. In consultation and coordination with the Facility's social work director arrange for periodic conferences between appropriate representatives of University and Facility to evaluate the fieldwork experience program provided under this Agreement.
- I. Provide for orientation of students and faculty assigned to Facility.



WILLIAM M. HABERMehl
County Superintendent of Schools

**ORANGE COUNTY DEPARTMENT OF EDUCATION
CONTRACTS UNIT
BUSINESS DIVISION**

**200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050**

July 13, 2012

Golden West College
Attn: Rob Bachmann
15744 Golden West Street
Huntington Beach, California 92647

Re: **MAA Participation Agreement, Agreement #38166.**
Amendment #1 ~ As you requested via our phone conversation earlier today 7/13/12:
Attached is the revised Agreement with additional language on Section 3.0
RESPONSIBILITIES OF THE COLLEGE. SUBSECTIONS e. and f.

Enclosed are two original Amendments. Please have the authorized designee for your District sign all Amendments, retain one original for your files and return the second original to:

Orange County Department of Education
Attn: Maggie Solorzano, Contracts Department
P. O. Box 9050
Costa Mesa, CA 92628-9050

If you should have any questions, please feel free to contact me at (714)966-4449 or by email at msolorzano@ocde.us

Thank you for your assistance in this matter.

Maggie Solorzano, Administrative Technician, Contracts
Phone: (714) 966-4449 / Fax: (714) 668-7955

2 COAST COMMUNITY COLLEGE DISTRICT/GOLDEN WEST COLLEGE
3 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 16th day of August,
6 2012, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the Coast Community College District/Golden West
10 College, hereinafter referred to as COLLEGE. SUPERINTENDENT and
11 COLLEGE shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an Agreement
14 with the California State Department of Health Care Services,
15 hereinafter referred to as STATE, which is incorporated herein by
16 this reference, to serve as the Local Educational Consortium (LEC)
17 for the Region 9 in accordance with the California Welfare and
18 Institutions Code Section 14132.47(c) (1); and

19 WHEREAS, SUPERINTENDENT has been designated by the STATE
20 to represent school districts and county offices located in Region
21 9, hereinafter referred to as LEA (Local Education Agency) to
22 administer Medi-Cal Administrative Activities (MAA) as described in
23 the California Welfare and Institutions Code, Section 14132.47(c)
24 (1); and

25 WHEREAS, the goal of the Medi-Cal Administrative
Activities (MAA) Program is to improve the availability and
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S;
3 and

4 WHEREAS, COLLEGE is providing Medi-Cal Administrative
5 Activities and wishes to participate in the Medi-Cal Administrative
6 Activities Program.

7 NOW, THEREFORE, the Parties hereby agree as follows:

8 1.0 TERM. The term of this AGREEMENT shall be for a period of one
9 (1) year commencing on July 1, 2012, and ending on June 30, 2013,
10 subject to termination as set forth in this AGREEMENT.

11 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

- 12 a. Certify to the STATE the amount of COLLEGE'S general
13 funds or any other funds allowed under federal law and
14 regulation expended on the allowable "Program
15 activities".
- 16 b. Certify to the STATE the availability and expenditure of
17 one hundred percent (100%) of the non-federal cost of
18 performing Program activities.
- 19 c. Certify to the STATE that COLLEGE expenditures represent
20 costs that are eligible for federal financial
21 participation for that fiscal year.
- 22 d. Act as liaison between STATE and COLLEGE.
- 23 e. Represent COLLEGE'S issues, concerns, and questions at
24 scheduled statewide LEC Committee meetings and MAA
25 Program work groups.
- f. As mandated by STATE, attend STATE trainings.

- 1 g. Conduct Region 9 LEC COLLEGE MAA Coordinator meetings
- 2 and trainings.
- 3 h. On behalf of STATE, provide STATE approved training
- 4 materials and updates to COLLEGE.
- 5 i. On behalf of STATE, provide Program technical
- 6 assistance.
- 7 j. Review time survey trainings conducted by or for the
- 8 COLLEGE.
- 9 k. Review COLLEGE'S quarterly time survey forms for
- 10 accuracy and completeness and request corrections if
- 11 necessary.
- 12 l. Review COLLEGE'S quarterly invoice documents for
- 13 accuracy and completeness and request corrections if
- 14 necessary.
- 15 m. Review corrected documents for compliance with rules and
- 16 regulations related to time surveys and fiscal reports;
- 17 work with COLLEGE to resolve any outstanding matters
- 18 that prevent SUPERINTENDENT'S certification of claim.
- 19 n. Provide COLLEGE with statewide Local Educational
- 20 Consortium (LEC) Committee MAA LEA Appeals Process
- 21 information upon request.
- 22 o. Review and submit the detailed quarterly invoice with
- 23 Claiming Unit Functions Grid to the STATE on behalf of
- 24 the COLLEGE and convey to the COLLEGE by warrant all
- 25 funds received on behalf of COLLEGE from the STATE less
- any amount due the SUPERINTENDENT as defined in Section

1 5.0 of this AGREEMENT. No funds will be conveyed to
2 COLLEGE for invoices that have been disallowed by the
3 STATE.

4 p. Monitor compliance of COLLEGE with all Federal, State,
5 and SUPERINTENDENT'S PROGRAM requirements.

6 q. Review COLLEGE'S Operational Plan Audit/File at least
7 once every three (3) years.

8 r. Designate an employee to act as liaison to COLLEGE
9 regarding issues relating to this AGREEMENT.

10 3.0 RESPONSIBILITIES OF COLLEGE.

11 a. Assess MAA claiming potential within the COLLEGE and
12 determine which staff will participate in the time
13 survey and what direct charges, if applicable, will be
14 claimed.

15 b. Certify to the SUPERINTENDENT and STATE the amount of
16 COLLEGE'S general funds or any other funds allowed under
17 Federal law and regulations expended on the allowable
18 "Program activities".

19 c. Comply fully with all Title XIX Federal, State, and
20 SUPERINTENDENT'S Program requirements.

21 d. Certify to SUPERINTENDENT and STATE the availability and
22 expenditure, from allowable non-federal funding sources,
23 of one hundred percent (100%) of the cost of performing
24 Program activities.

25 e. Certify to SUPERINTENDENT and STATE expenditures
represent costs that are eligible for federal financial

1 participation for that fiscal year. Ensure claims do not
2 include fees for consultant services that are based on,
3 or include, contingency fee arrangements.

4 f. If subcontracting for Program coordination and training,
5 provide SUPERINTENDENT with a copy of the COLLEGE'S
6 contract with vendor. Submit copies of amendments or new
7 contracts as soon as they are fully executed.

8 g. Ensure that COLLEGE'S designated MAA Coordinator attends
9 quarterly Region 9 LEC MAA Coordinators trainings and
10 meetings.

11 h. Adhere to timelines established by the STATE and
12 SUPERINTENDENT for completion of Program documentation
13 (e.g., Program invoices, time surveys, reports, etc.).
14 Respond in a timely manner to all STATE and
15 SUPERINTENDENT requests for information and
16 documentation.

17 i. Respond to SUPERINTENDENT reviews with information and
18 corrected documents upon request.

19 j. Work with SUPERINTENDENT to resolve any outstanding
20 matters.

21 k. Appeal SUPERINTENDENT decision through the statewide
22 Local Educational Consortium (LEC) Committee MAA LEA
23 Appeals Process if necessary.

24 l. Conduct time survey trainings for all COLLEGE survey
25 participants.

- 1 m. Complete time studies, as required by the Centers for
2 Medicare and Medicaid Services (CMS), to determine the
3 amount of paid time spent on Program claimable
4 activities.
- 5 n. Ensure that MAA Time Survey forms are properly
6 administered according to Federal, STATE, and
7 SUPERINTENDENT requirements.
- 8 o. Ensure that Time Surveys needing correction are
9 corrected prior to inclusion in the MAA quarterly
10 invoice.
- 11 p. Provide SUPERINTENDENT with copies of completed
12 quarterly Time Survey forms upon request.
- 13 q. Develop and maintain an Operational Plan/Audit File to
14 include at a minimum the following:
- 15 • Training materials and original attendance
16 sheets
 - 17 • Original Time Survey forms and other Time
18 Survey documentation, including validation of
19 time survey participant attendance for the time
20 survey period
 - 21 • Time certification and supporting documentation
22 for direct charge staff
 - 23 • Claiming Unit Functions Grids
 - 24 • Position Descriptions/Duty Statements
 - 25 • Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation
 - Contracts/MOU
 - Organizational Charts
 - School Calendar
 - Resource Directories and outreach materials
 - Program review documentation

- 1 r. Prepare and certify school-based MAA Invoices and
- 2 Claiming Unit Functions Grids in conformance with STATE
- 3 requirements.
- 4 s. Submit quarterly claim to SUPERINTENDENT within twelve
- 5 (12) months following the end of the quarter.
- 6 t. Provide SUPERINTENDENT with copies of MAA invoice
- 7 supporting documentation upon request.
- 8 u. Maintain Program claim documentation for a period of not
- 9 less than three (3) years after the quarterly invoice
- 10 payment is received. If an audit is in progress, all
- 11 records relevant to the audit shall be retained until
- 12 completion of the audit or final resolution, whichever
- 13 is later. Such documentation shall be subject, at all
- 14 reasonable times, to inspection and/or audit by the CMS
- 15 or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 16 v. In the event an Invoice/Claiming Unit Functions Grid is
- 17 revised or is disallowed by STATE, agree to reimburse
- 18 SUPERINTENDENT within thirty (30) days of receipt of an
- 19 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 20 payment to the STATE for COLLEGE'S revised or disallowed
- 21 Invoice/Claiming Unit Functions Grid.
- 22 w. Ensure no duplicative billings.
- 23 x. Hold SUPERINTENDENT harmless from any federal
- 24 disallowance of MAA claim payments made to COLLEGE by
- 25 the STATE.

1 y. Designate an employee to act as a liaison with
2 SUPERINTENDENT to provide COLLEGE specific information
3 relative to MAA Program administration and fiscal
4 issues.

5 z. Complete and return with the fully executed AGREEMENT,
6 SUPERINTENDENT'S Medi-Cal Administrative Activities
7 (MAA) District Information 2012/2013 form, Appendix "A",
8 attached hereto and incorporated by reference herein.

9 4.0 COLLEGE CLAIM REIMBURSEMENT. Upon satisfactory compliance of
10 COLLEGE'S responsibilities outlined in Section 3.0 of this AGREEMENT
11 and after SUPERINTENDENT has received reimbursement from the STATE
12 for COLLEGE'S quarterly MAA claim(s), SUPERINTENDENT shall convey to
13 COLLEGE by warrant, all funds received on behalf of COLLEGE from the
14 STATE less any amount due the SUPERINTENDENT and STATE as determined
15 in Section 5.0 below. No funds will be conveyed to COLLEGE for
16 invoices that have been revised or disallowed by the STATE. Payment
17 to COLLEGE shall be made within forty-five (45) days of receipt and
18 reconciliation of STATE funds by SUPERINTENDENT.

19 5.0 FEE SCHEDULE.

20 A. Annual STATE Participation Fee. SUPERINTENDENT will be
21 responsible for COLLEGE share of the STATE Participation Fee, which
22 is based on the STATE'S cost for administering the MAA claiming
23 process. In the event that the STATE costs for the 2012/2013 fiscal
24 year exceed the amount of the STATE costs contracted with
25 SUPERINTENDENT for the 2011/2012 fiscal year, SUPERINTENDENT will

1 reduce COLLEGE'S quarterly MAA claim reimbursement for COLLEGE'S
2 share of the STATE Participation Fee increase.

3 B. SUPERINTENDENT'S Administrative Support Fees. After
4 SUPERINTENDENT has received reimbursement from the STATE for
5 COLLEGE'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
6 COLLEGE an amount equal to the Federal share of cost received as
7 reimbursement for COLLEGE'S MAA claim submitted by COLLEGE, less a
8 four and a half percent (4 1/2%) fee per quarterly claim which will
9 be used to support SUPERINTENDENT'S MAA administration.

10 C. The obligations of SUPERINTENDENT and COLLEGE under this
11 AGREEMENT are contingent upon the availability of funds furnished by
12 the United States Government. In the event that such funding is
13 terminated or reduced, this AGREEMENT may be terminated, and
14 SUPERINTENDENT'S and COLLEGE'S fiscal obligations hereunder shall be
15 limited to a pro rated amount of funding actually received by the
16 SUPERINTENDENT and COLLEGE from the STATE under the AGREEMENT.
17 SUPERINTENDENT shall provide COLLEGE written notification of such
18 termination. Notice shall be deemed given when received by the
19 COLLEGE or no later than three (3) days after the day of mailing,
20 whichever is sooner.

21 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
22 this AGREEMENT, shall be and act as an independent contractor.
23 SUPERINTENDENT understands and agrees that he/she and all of his/her
24 employees shall not be considered officers, employees or agents of
25 the COLLEGE, and are not entitled to benefits of any kind or nature
normally provided employees of the COLLEGE and/or to which COLLEGE'S

1 employees are normally entitled, including, but not limited to,
2 State Unemployment Compensation or Workers' Compensation.
3 SUPERINTENDENT assumes full responsibility for the acts and/or
4 omissions of his/her employees or agents as they relate to the
5 services to be provided under this AGREEMENT. SUPERINTENDENT shall
6 assume full responsibility for payment of all federal, state and
7 local taxes or contributions, including unemployment insurance,
8 social security and income taxes with respect to SUPERINTENDENT'S
9 employees.

10 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
11 enforce appropriate discipline and good order among its employees
12 and shall not knowingly employ any unfit person or anyone not
13 skilled in providing the services required under this AGREEMENT.
14 Any person in the employ of the SUPERINTENDENT who in COLLEGE'S
15 opinion, is incompetent, unfit, intemperate, troublesome or
16 otherwise undesirable shall be excluded from providing services
17 under this AGREEMENT and shall not again provide services except
18 with written consent of COLLEGE.

19 8.0 COPYRIGHT.

20 A. COLLEGE understands and agrees that all forms, plans, and
21 related instructional materials developed by SUPERINTENDENT or
22 COLLEGE under this AGREEMENT shall become the exclusive property of
23 Department of Health Care Services. The Department of Health Care
24 Services shall have all right, title and interest in said matters,
25 including the right to secure and maintain the copyright, trademark

1 and/or patent all forms and related instructional materials
2 developed under this AGREEMENT.

3 9.0 HOLD HARMLESS.

4 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
5 harmless COLLEGE, its Governing Board, and its officers, agents, and
6 employees from liability and claims of liability for bodily injury,
7 personal injury, sickness, disease, or death of any person or
8 persons, or damage to any property, real, personal, tangible or
9 intangible, arising out of the negligent acts or omissions of
10 employees, agents or officers of SUPERINTENDENT or the Orange County
11 Board of Education during the term of this AGREEMENT.

12 B. COLLEGE hereby agrees to indemnify, defend, and hold
13 harmless SUPERINTENDENT, the Orange County Board of Education, and
14 its officers, agents, and employees from liability and claims of
15 liability for bodily injury, personal injury, sickness, disease, or
16 death of any person or persons, or damage to any property, real,
17 personal, tangible or intangible, arising out of the negligent acts
18 or omissions of employees, agents or officers of COLLEGE during the
19 term of this AGREEMENT.

20 10.0 CONFIDENTIALITY.

21 A. SUPERINTENDENT and COLLEGE shall maintain confidentiality of
22 their respective records and information, governing the
23 confidentiality of client or student information for Medi-Cal
24 clients served under this AGREEMENT. Applicable laws include, but
25 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
431.300, Welfare and Institutions Code, Section 14100.2 and 22

1 California Code of Regulations Section 51009 and all applicable
2 federal and/or state laws or regulations as each may now exist or be
3 hereafter amended. The confidentiality obligations contained in
4 this section shall survive termination of this AGREEMENT.

5 B. COLLEGE understands and agrees to take all reasonable steps
6 to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents'
7 proprietary data provided for purposes of this AGREEMENT hereinafter
8 defined as; data file specifications, related instructions,
9 management reports, training materials, plans or other information
10 relating to the performance of SUPERINTENDENT'S agents services
11 hereunder, disclosed by SUPERINTENDENT to COLLEGE pursuant to this
12 AGREEMENT. COLLEGE shall not during or after the term of this
13 AGREEMENT, permit the copying, duplication, or use of any of
14 SUPERINTENDENT'S agents' proprietary data by or to any person other
15 than authorized employees, agents or representatives of COLLEGE.

16 11.0 ACCURACY OF INFORMATION. COLLEGE shall make reasonable effort
17 to assure that the information supplied to SUPERINTENDENT hereunder
18 shall be true, complete, and accurate in all respects. COLLEGE shall
19 assume sole responsibility for the truth, completeness and accuracy
20 of all information supplied to SUPERINTENDENT and agrees that
21 SUPERINTENDENT shall have no responsibility or liability for the
22 truth, completeness or accuracy of any information submitted by
23 COLLEGE hereunder.

24 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
25 for damages or losses to COLLEGE employees, agents, independent
contractors or students relating to lost medical services or lost

1 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
2 any sums COLLEGE does not obtain in reimbursement from the STATE, or
3 for any incidental, indirect, special or consequential damages to
4 COLLEGE arising from the denial of any request for reimbursement
5 from the STATE.

6 13.0 ASSIGNMENT. The obligations of the COLLEGE pursuant to this
7 AGREEMENT shall not be assigned by the COLLEGE without prior written
8 approval of SUPERINTENDENT.

9 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
10 must meet the approval of the COLLEGE and shall be subject to the
11 COLLEGE'S general right of inspection to secure the satisfactory
12 completion thereof. SUPERINTENDENT and COLLEGE agree to comply with
13 all federal, state and local laws, rules, regulations and ordinances
14 that are now or may in the future become applicable to
15 SUPERINTENDENT or COLLEGE'S, equipment and personnel engaged in
16 operations covered by this AGREEMENT or accruing out of the
17 performance of such operations.

18 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
19 SUPERINTENDENT and COLLEGE agree that they shall not engage nor
20 employ any unlawful discriminatory practices in employment of
21 personnel or in any other respect on the basis of sex, race, color,
22 ethnicity, national origin, ancestry, religion, age, marital status,
23 medical condition, sexual orientation, physical or mental disability
24 or any other protected group in accordance with the requirements of
25 all applicable Federal or State law.

1 16.0 TOBACCO USE POLICY. In the interest of public health,
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and
4 vehicles, and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
6 to abide with conditions of this policy could result in the
7 termination of this AGREEMENT.

8 17.0 TERMINATION. SUPERINTENDENT or COLLEGE may, at any time, with
9 or without cause, terminate this AGREEMENT with the giving of thirty
10 (30) days prior written notice to the other party.

11 18.0 NOTICE. All notices or demands to be given under this
12 AGREEMENT by either party to the other shall be in writing and given
13 either by: (a) personal service or (b) by U.S. Mail, mailed either
14 by registered or certified mail, return receipt requested, with
15 postage prepaid. Service shall be considered given when received if
16 personally served or if mailed on the third day after deposit in any
17 U.S. Post Office. The address to which notices or demands may be
18 given by either party may be changed by written notice given in
19 accordance with the notice provisions of this section. As of the
20 date of this AGREEMENT, the addresses of the parties are as follows:

21 COLLEGE: Golden West College
22 15744 Golden West Street
Huntington Beach, California 92647
Attn: _____

23 SUPERINTENDENT: Orange County Superintendent of Schools
24 200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
25 Attn: Patricia McCaughey

1 19.0 NON WAIVER. The failure of SUPERINTENDENT or COLLEGE to seek
2 redress for violation of, or to insist upon, the strict performance
3 of any term or condition of this AGREEMENT shall not be deemed a
4 waiver by that party of such term or condition, or prevent a
5 subsequent similar act from again constituting a violation of such
6 term or condition.

7 20.0 SEVERABILITY. If any term, condition or provision of this
8 AGREEMENT is held by a court of competent jurisdiction to be
9 invalid, void, or unenforceable, the remaining provisions will
10 nevertheless continue in full force and effect, and shall not be
11 affected, impaired or invalidated in any way.

12 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
13 shall be governed by the laws of the State of California with venue
14 in Orange County, California.

15 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
16 attached hereto constitute the entire agreement among the Parties to
17 it and supercedes any prior or contemporaneous understanding or
18 agreement with respect to the services contemplated, and may be
19 amended only by a written amendment executed by both Parties to the
20 AGREEMENT.

21 ////

22 ////

23 ////

24 ////

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN WITNESS WHEREOF, the Parties hereto set their hands.

COLLEGE: GOLDEN WEST COLLEGE

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____

BY: _____

Authorized Signature

Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: _____

FEDERAL IDENTIFICATION NUMBER

Golden West College-MAA(38166)13
Zip6



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2012-2013**

1. DISTRICT/SCHOOL

District/School Name

County

Claiming Unit:

If different than name above.

2. DISTRICT MAA COORDINATOR

Name

District Job Title

Street Address

City, State, Zip

Mailing Address

City, State, Zip

Phone (please include extension)

Fax

Email

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Name

District Job Title

Phone (please include extension)

Fax

Email

☐ Check box for this person to be included in communications.

4. (a) ALTERNATE DISTRICT CONTACT – MAA COORDINATOR DESIGNEE

Name

District Job Title

Phone (please include extension)

Fax

Email

☐ Check box for this person to be included in communications.

5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name

District Job Title

Phone (please include extension)

Fax

Email

☐ Check box for this person to be included in communications.

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2012-2013**

Appendix A

6. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2012: _____ July 2012: _____
August 2012: _____ September 2012: _____

Name of Alternate District Contact during summer (June-September, 2012)

Phone

Email

7. FIRST STUDENT ATTENDANCE DATE(S) _____, 2012 _____, 2012

8. STUDENT ATTENDANCE BREAKS Winter: _____ to _____, 2013

Spring: _____ to _____, 2013

9. MAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

Company Name

Contact

Contact Job Title

Mailing Address

City, State, Zip

Phone

Fax

Email

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

11112342

A1

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME

Coast Community College District

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT

Commission on Peace Officer Standards & Training

4. DIVISION, BUREAU, OR OTHER UNIT

Administrative Services Bureau

5. AGENCY BILLING CODE

41900

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Heather Camp, Contracts Officer @ 916/227-3937

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO☐ YES (If YES, enter prior contractor
name and Agreement Number)

Amendment

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Increase and Amend Production of Videotaped Training Segments

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Amendment is necessary for the development and production of a Legal Update Training Video and resource material for 2012, including conducting meeting with Subject Matter Resources (SMR's); to develop content, video all interviews and scenarios or film deemed necessary to illustrate the topic, edit and produce the DVD with the resource material, and convert video to format suitable for download.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☒ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☐ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
POTF (20 Training)	8120-011-268	11/12	33	2011	\$ 12,500.00
					\$
					\$

OBJECT CODE Index 2000 / Object 418.02 / PCA 21301

AGREEMENT TOTAL \$ 12,500.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 12,500.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$ 314,000.00

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 326,500.00

AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/11	06/30/12	\$ 314,000.00	EXEMPT - COLLEGE
Amendment No. 1	07/01/11	06/30/12	\$ 12,500.00	EXEMPT - COLLEGE
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$ 326,500.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

- ☐ REQUEST FOR PROPOSAL (RFP) ☐ INVITATION FOR BID (IFB) ☐ USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- ☐ SOLE SOURCE CONTRACT ☒ EXEMPT FROM BIDDING ☐ OTHER *(Explain)*
(Attach STD. 821) *SCM § 3.06*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

Public Entity

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)**16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?****17. JUSTIFICATION FOR CONTRACTING OUT (Check one)**

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- ☒ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

Amendment

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?☐ NO ☒ YES ☐ N/A**19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?**☐ NO ☒ YES ☐ N/A**20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?**☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A**21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?**

- A. CONTRACTOR CERTIFICATION CLAUSES ☐ NO ☒ YES ☐ N/A
- B. STD. 204, VENDOR DATA RECORD ☐ NO ☒ YES ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED☐ NO ☐ YES ☒ N/A**23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)**

- ☒ NO *(Explain below)* ☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

Amendment

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- ☒ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

- ☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

Heather Camp, Contracts Officer

DATE SIGNED

October 24, 2011

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 8/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

11112342

AMENDMENT NUMBER

A1

REGISTRATION NUMBER

eP1170874

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Commission on Peace Officer Standards and Training

CONTRACTOR'S NAME

Coast Community College District

2. The term of this

Agreement is

July 1, 2011

through

June 30, 2012

Agreement after this amendment is:

Three Hundred Twenty-six Thousand, Five Hundred Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Original contract is hereby amended as follows:

Exhibit A, Scope of Work is amended to add paragraphs 4, 5, 5A, 5B, 5C, 5D, and 5E as attached hereto.

Exhibit B, Budget Overview, Attachment 1, attached hereto, is amended to add additional Line items for additional funding for production of the 2012 Legal Update totaling **\$12,500.00**.

Amendments increase the total amount payable from **\$314,000.00 (Three Hundred Fourteen Thousand Dollars)** to **\$326,500.00 (Three Hundred Twenty-six Thousand, Five Hundred Dollars)**. Amendment increases the total amount payable by **\$12,500.00**.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Coast Community College District

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Moreno

ADDRESS

1370 Adams Ave, Costa Mesa, CA 92626**STATE OF CALIFORNIA**

AGENCY NAME

Commission on Peace Officer Standards and Training

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083**CALIFORNIA**
Department of General Services
Use Only☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Coast Community College District, hereafter referred to as Contractor, agrees to produce for the Commission on Peace Officer Standards and Training (POST) thirty-six (36) original videotaped legal update training segments, each from 5 to 10 minutes in length; provide post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today* (CLT) monthly series; provide design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter to be agreed upon between Contractor and POST.
2. Contractor's responsibilities include, but are not limited to:
 - A) Coordinating with POST staff in all planning activities including selection of subject matter, program design, scripting, instructor selection and orientation, graphics preparation, and handout or program notes preparation;
 - B) Conducting pre-production, studio production, post-production and authoring services that may be required;
 - C) Securing releases from and providing for payment to participating instructors for use of the program material;
 - D) Providing POST with a broadcast quality master copy of the completed videotaped program and summary information to POST according to scheduled deadlines provided in advance by POST;
 - E) **Conversion of** the monthly *Case Law Today* DVD-based video series to an online resource offered through the POST Learning Portal (LP).
 - F) Contractor is responsible for all services and facilities required for production of the video segments;
 - G) Adherence to production schedule and due dates as indicated in the attached **Exhibit E**, which is hereby made a part of this agreement.
 - H) Adherence to the Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings as described in the attached **Exhibit F**, which is hereby made a part of this agreement.
3. POST and College **mutually** agree that POST will own any and all rights in, and flowing from the Programs, including but not limited to any and all copyrights, trademarks, and trade-names throughout the world, in perpetuity.

EXHIBIT A
(Standard Agreement)

4. Contractor agrees to be responsible for the development, production and post-production of the POST 2012 Legal Update telecourse training video program and companion print resource materials.
5. Contractor's responsibilities include but are not limited to the following:
- A) Coordinate and host development meetings with Subject Matter Experts (SME) and video production staff.
 - B) Provide all video production personnel, resources and facilities.
 - C) Conduct video taped studio interviews
 - D) Provide post-production editing and graphics services to result in delivery of a segmented video of up to 120 minutes.
 - E) Convert final video and print resource materials (reference guides) to digital format suitable for and compatible with Internet delivery via POST Learning Portal.
6. All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid. The address for all notices required to be sent to the College shall be sent to the Doug Larson at the address listed below, with a copy mailed to:

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

7. The POST Program Manager has the authority to transfer funds between categories of expenditures when there is a demonstrated need to meet program goals.
8. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Coast Community College District
Name: Ron Crook	Name: Ron Lowenberg
Phone: (916) 227-3913	Phone: (714) 895- 8373
Fax: (916) 227-4011	E-mail: rlowenberg@gwc.cccd.edu

9. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Coast Community College District
Section/Unit: Contracts Unit	Section/Unit: Criminal Justice
Attention: Heather Camp	Name: Michael Carrizo
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 15744 Golden West Street Huntington Beach, CA 92647
Phone: (916) 227-3937	Phone: 714- 895-8372
E-Mail: hcamp@post.ca.gov	E-mail: mcarrizo@gwc.cccd.edu

EXHIBIT B, ATTACHMENT I
Case Law Today Program Budget FY 2011-2012

Case Law Today Production Costs

DVD Production, Replication, and Online Delivery

DVD Production

Pre-production	\$ 9,600
GWC segment production	53,992
Video editing	40,004
DVD editing/authoring	30,000
DVD replication	36,000
<u>Supplies and transportation</u>	<u>3,600</u>
DVD Production Total	\$173,196.

Online Delivery

Video compression for web delivery and encoding for web delivery	\$ 30,406
Transcription and uploading CLT to web	
Maintenance agreement and server space for compression	\$ 3,600
Supplies, DLT tapes, video tapes	\$ 6,000
<u>Online streaming hosting</u>	<u>\$ 16,100</u>
Online Delivery Total	\$ 56,106

<u>Production Administration Cost</u>	<u>\$ 30,698</u>
Total Case Law Today Production Costs	\$260,000

2012 Legal Update Production Costs

Video Production, Editing, and Online Delivery

Pre-Production

Development and pre-production	\$ 9,000
Producer/Director	\$ 5,000
Production and Admin Coordination	\$ 2,000

Production

On Camera Presenter	\$ 1,000
Producer/Director	\$ 5,000
Multimedia and Network Specialist	\$ 1,500
Studio Production Facilities (24 hours @\$100/hr)	\$ 2,400
Studio Production Crew (2 crew, 48 hours ea. @\$15/hr)	\$ 1,400
Production Supplies	\$ 1,200

Post-Production/Distribution

Producer/Director	\$ 3,000
Programmer	\$ 1,000
Multimedia and Network Specialist	\$ 2,500
Assistant Editor (40 hrs @\$25/hr)	\$ 1,000
Editor (80 hours @\$50/hr)	\$ 4,000
Post-Production Editing Facilities (120 hours @\$26/hr)	\$ 3,500
Hosting Server for Video	\$ 5,000

<u>Develop Legal Update Training Video. Resource material for 2012. Meet with Subject Matter Resource to develop content, video all interview and scenarios or film deemed necessary to illustrate the topic, edit and produce a DVD with the resource material, and convert video to format suitable for download.</u>	<u>\$12,500</u>
---	-----------------

Total 2012 Legal Update Training Video Production Costs	-\$54,000	\$66,500
--	-----------------------------	-----------------

TOTAL FY 2011-2012	\$314,000	\$326,500
---------------------------	------------------	------------------

**SCAQMD Rule 2202 CONSULTING AND MSERC
PURCHASE AND SALES AGREEMENT**

Effective Date 07/03/2012

BETWEEN:

RideLinks, Inc. ("RideLinks" or "Seller")
1 S. Fair Oaks Ave., Suite 302, Pasadena, CA 91105
Designated Contact: **Rashmi Bansal**
Telephone: **626.440.9933**
Email: **rashmi@ridelinks.com**

AND:

Legal Company Name: **Orange Coast College ("Customer" or "Buyer")**
Address: **2701 Fairview Road, Costa Mesa, CA 92626**
Designated Contact: **Bai Nguyen**
Telephone: **714.432.5017**
Email: **bnguyen@occ.cccd.edu**

RECITALS

Seller desires to sell to Buyer and Buyer desires to purchase from Seller a certain amount of Mobile Source Emission Reduction Credits (the "Sale MSERCs") as set forth in further detail below pursuant to the Applicable Rules, and in accordance with the terms and conditions of this Agreement. The Applicable Rules refer to all of the South Coast Air Quality Management District's ("SCAQMD") rules and requirements that pertain to the generation, maintenance, transfer, disposition, and use of MSERCs.

This agreement is made as of the date written above (the "**Effective Date**") between RideLinks, Inc. ("RideLinks") and Customer.

- A. 2012 Sale MSERCs: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, Sale MSERCs valid for Customer's 2012 SCAQMD Rule 2202 compliance based upon Buyer's 2012 SCAQMD Rule 2202 ERS registration. For compliance year 2012, Customer will file a Rule 2202 ERS registration based upon survey results.
- B. Sale MSERCs Purchase Price: For compliance year 2012, the cost of emission credits will be \$10,725 for VOC=484lbs., NOx=585lbs., CO=6,064lbs. Due upon confirmation of credit transfer by the SCAQMD.
- C. SCAQMD Rule 2202 Consulting: RideLinks will provide Consulting consisting of the following: Preparation of Customer's Yearly SCAQMD Rule 2202 registration in accordance with A. above.
- D. Consulting Fees: Waived. No survey fees.
- E. Other Fees: SCAQMD filing fees, late fees, other SCAQMD fees, not included. SCAQMD filing fees may optionally be paid by RideLinks and invoiced to Customer in the amount actually paid. Rule 2202 ERS filing fees for 2012 are \$516.09.
- F. Legal and Consulting Fees: Each Party shall bear its own legal and consulting fees in connection with effecting the transactions contemplated by this Agreement.
- G. Governing State Law: The statutory, administrative and judicial law of the State of California shall govern the execution and performance of this Agreement with regard to the conflict of laws provisions thereof.
- H. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to its subject matter and all prior agreements, negotiations and the like are merged herein. No addition to or modification or cancellation of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both parties.

WHEREAS the parties have executed this Agreement as of the Effective Date.

CUSTOMER:

By: _____

Name: _____

Title: _____

RideLinks, Inc.:

Rashmi Bansal

By: _____

Rashmi Bansal
President

Attachment 14

**AGREEMENT FOR PROVISION OF
EVALUATION SERVICES
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT,
ORANGE COAST COLLEGE AND
LANCE SEGARS
FISCAL YEAR - 2012/13**

THIS AGREEMENT, entered into this ____ day of August, 2012, which date is enumerated for purposes of reference only, is by and between Coast Community College District, Orange Coast College, hereinafter referred to as "PROVIDER," and Lance Segars, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Alcohol Prevention Services on Community College Campuses to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Evaluation Services in order to comply with the Agreement with COUNTY to provide Alcohol Prevention services on Community College Campuses; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by PROVIDER, SUBCONTRACTOR, and ADMINISTRATOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR monthly, in arrears, based upon services outlined in Section 17 of this Agreement. The maximum obligation of \$8,000 for evaluation services provided as identified in Section 17 of this agreement in fiscal year 2012/13 shall be paid in equal

monthly increments to Lance Segars. The basis for compensation is completion of the professional services outlined in Section 17 of this Agreement.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination. Notice shall be deemed served on the date of mailing.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Compliance Program by ADMINISTRATOR's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

5. Failure of SUBCONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")

relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Code of Conduct by ADMINISTRATOR, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Code of Conduct.

5. SUBCONTRACTOR shall submit to PROVIDER a signed acknowledgement and agreement that SUBCONTRACTOR shall comply with PROVIDER or ADMINISTRATOR's Code of Conduct.

6. Failure of SUBCONTRACTOR to timely submit the acknowledgement of PROVIDER or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

C. COVERED INDIVIDUALS - SUBCONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. SUBCONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. SUBCONTRACTOR shall also request that its sub-subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to SUBCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBCONTRACTOR shall notify PROVIDER immediately upon such disclosure.

5. SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with PROVIDER in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, PROVIDER business operations related to this Agreement.

6. SUBCONTRACTOR shall notify PROVIDER immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. PROVIDER will determine if any repayment is necessary from SUBCONTRACTOR for services provided by ineligible person or individual.

D. REIMBURSEMENT STANDARDS

1. SUBCONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. SUBCONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. SUBCONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, SUBCONTRACTOR shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. SUBCONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

E. COMPLIANCE TRAINING - PROVIDER shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to SUBCONTRACTOR and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. SUBCONTRACTOR shall retain the certifications. Upon written request by PROVIDER, SUBCONTRACTOR shall provide copies of the certifications.

4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain, in writing, the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with SUBCONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer clients or accept client referrals to his or her private practice or services.

6. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without the prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

7. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants 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. SUBCONTRACTOR shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

8. EXPENDITURE REPORT [NOT APPLICABLE TO THIS AGREEMENT]

9. INDEMNIFICATION

A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by PROVIDER and COUNTY, and hold PROVIDER and COUNTY, 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 INDEMNITIES") 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 SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR, PROVIDER, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then SUBCONTRACTOR, PROVIDER, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and county safety and health regulations. Prior to the execution of this Agreement, SUBCONTRACTOR shall furnish evidence satisfactory to PROVIDER, that SUBCONTRACTOR has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

10. INSPECTIONS AND AUDITS

A. PROVIDER, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

11. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. SUBCONTRACTOR agrees to furnish to PROVIDER within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security

number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that SUBCONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of SUBCONTRACTOR to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee 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; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

12. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. SUBCONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from PROVIDER and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which SUBCONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - SUBCONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

2. Complaint Process - SUBCONTRACTOR shall establish procedures for advising all clients through a written statement that SUBCONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, PROVIDER and ADMINISTRATOR, or the COUNTY's Patient's Rights Office. SUBCONTRACTOR's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. SUBCONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with SUBCONTRACTOR either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - SUBCONTRACTOR agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither SUBCONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further contracts involving federal, state or county funds.

13. NOTIFICATION OF DEATH [NOT APPLICABLE TO THIS AGREEMENT]

14. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to county, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental billings for any month that has been fully paid.

B. SUBCONTRACTOR'S billings shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Billings are due the seventh (7th) business day of each month, and payments to SUBCONTRACTOR should be released by PROVIDER no later than twenty-eight (28) calendar days after receipt of the correctly completed billing form.

C. All billings to PROVIDER shall be supported by SUBCONTRACTOR, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. PROVIDER may withhold or delay any payment if SUBCONTRACTOR fails to comply with any provision of this Agreement.

E. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

15. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). SUBCONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. SUBCONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). SUBCONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by SUBCONTRACTOR, notify PROVIDER and ADMINISTRATOR of such breach by telephone and email or facsimile.

H. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

I. SUBCONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

J. SUBCONTRACTOR shall retain all participant, client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

L. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and ADMINISTRATOR may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

M. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the PROVIDER and ADMINISTRATOR.

N. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) request within twenty-four (24) hours. SUBCONTRACTOR shall provide PROVIDER and ADMINISTRATOR all information that is requested by the PRA request.

16. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

17. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide the following professional services to PROVIDER for the

duration of the Agreement in a thorough and timely manner:

1. Conduct a systematic and comprehensive evaluation to determine levels of effectiveness and success in accomplishing supporting activities and campaigns, and in achieving the performance objectives and performance measures for Period Two of the grant.
 - a. Meet with PROVIDER staff monthly to assist in project planning and in the development of forms and procedures for assessing program needs. It is preferable for evaluators to meet with PROVIDER staff in person, however telephone conferences will be acceptable, upon PROVIDER's approval, if time constraints do not permit a face-to-face meeting.
 - b. Develop any additional data collection tools and measures needed to assess grant activities as outlined in the ADEPT Action Plan, and/or problems that arise during Period Two.
 - c. Provide PROVIDER staff with program advice, and training and oversight on proper data collection.
2. Produce a report to PROVIDER on the results of the NCHA survey and the data collected during Period Two of the grant, including the Screening and Brief Intervention results, online alcohol education and assessment intervention, data collected for the campus media campaign, the results of the educational interventions, and other activities included in the ADEPT Action Plan for 2012-2013.
3. Develop an evaluation plan to assess performance objectives and performance measures in compliance with ADEPT Provider Manual, with Period Two preliminary Evaluation Plan to ADEPT by July 31, 2012, and Final Evaluation Plan to ADEPT by August 17, 2012. Drafts of the Evaluation Plan should be given to OCC prior to submission to ADEPT, with adequate time to review prior to the deadline.
4. Assist PROVIDER with the development of a sustainability plan, in partnership with the advisory committee.
5. Quarterly information concerning performance objectives and performance measures will be reported to Program Supervisor prior to submission of reports to ADEPT, to allow for information sharing between PROVIDER and the evaluation team.
6. Procedures will be developed to assure a) information collected is valid and reliable, b) adequate training of staff, c) clear and easy to complete data collection forms, and d) clear and quick data entry process.
7. Data collection and analysis plan will assure that program staff is able to meet performance assessment requirement. Quarterly reports of performance objectives provided to staff will be organized to include the required performance measures.
8. Prepare evaluation reports for the Program Manager and ADEPT as follows: Report 1: July 1, 2012 through September 30, due October 15, 2012; Report 2: October 1, 2012 through December 31,

2012, due January 21, 2013; Report 3: January 1, 2013 through March 31, 2012, due April 15, 2013;; and Year End Report for the Period Two, due July 31, 2013. The evaluation section shall contain analysis of the effectiveness of the AOD prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR 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. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TAX LIABILITY

SUBCONTRACTOR shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by PROVIDER under this Agreement. SUBCONTRACTOR shall indemnify, defend and hold COUNTY and PROVIDER harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or PROVIDER any such monies, or penalties or interest imposed, resulting from any failure of SUBCONTRACTOR to comply with the provisions of this paragraph.

20. TERM

The term of this Agreement shall commence upon full execution of this contract, _____, 2012 and terminate no later than June 30, 2013; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

21. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

SUBCONTRACTOR

DATE

Name of Organization: _____

Address: _____

PROVIDER:

DATE

PRESIDENT, BOARD OF TRUSTEES
COAST COMMUNITY COLLEGE DISTRICT

Name of Organization: Coast Community College District

Address: 1370 Adams Avenue
Costa Mesa, CA 92626

ADMINISTRATOR (Approved as to Form)
HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701

DATE

RESERVATION AGREEMENT

All reservations are tentative pending return of signed agreement, payment and additional supporting documents.

Today's Date: 8/1/12

Group Leader: Carla Martinez
Group Name: Orange Coast College Student Leadership
Mailing address:

Phone #:
E-mail: cmartinez@occ.cccd.edu

Other:

Program Details:

Date	Time	Program	Participants
8/24/12	8:30-12:30	4 Hour Odyssey	45

COST: \$2925 (45 participants @ \$65 each)

If you have any questions about your program reservation, please call (949) 824-1352 or e-mail amccrary@uci.edu

- 1) RESERVED DATES MAY ONLY BE MADE UP TO 1 YEAR IN ADVANCE AND WILL ONLY BE CONFIRMED ONCE YOUR SIGNED RESERVATION AGREEMENT AND DEPOSIT ARE BOTH RECEIVED. The final due date of payment in full, before forfeiture of your reservation, is 14 days prior to your program date.
- 2) The deposit is a flat, non-refundable, administrative fee of \$50.00.
- 3) The cost of your program is based on the number of participants indicated above. Should that number increase prior to your program, please call us immediately! We will make every effort to accommodate increases in the group size, as our staffing permits and your fees will be adjusted accordingly. Should that number decrease, the cost will remain the same.

CANCELLATION / REFUND POLICY

Your payment will be refunded only if WE cancel your program. If YOU cancel your refund will be in accordance with the following schedule:

Days Prior to Program	Amount of Refund
14 or more days	100% (minus \$50 administration fee)
Fewer than 14 days/No Show on day of program	No refund

- 4) The Regents of the University of California on behalf of the University of California, Irvine Department of Campus Recreation and the Outdoor Adventures program (Team Up!) shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; inability to secure materials and supplies, transportation facilities, fuel or energy shortages, or acts or omissions of others. Programs run rain or shine and may only be canceled by Team Up! staff. In the event that your program is canceled by Team Up! remedies to your Group are limited to a refund of your payment (minus \$50 administration fee) or the rescheduling of your program date.
- 5) All groups must have a designated Group Leader who will act as the contact person. The Group Leader's responsibilities, prior to the scheduled workshop date, include:

- a) Return signed Reservation Agreement with payment to Team Up! (checks payable to UC Regents) at the Anteater Recreation Center (ARC)
 - b) Complete and submit the Group Leader Program Design Questionnaire as well as discuss goals and objectives with Team Up! staff
 - c) Distribute to and collect from the group members Elective/Voluntary Activity Waiver for EVERY participant (*signed by adult parent/guardian if under 18 years old*). These can be submitted ahead of time or brought the day of your program
 - d) Effectively communicate all of the information on the Participant Workshop Information and Checklist to every group member as well as ensure that every group member is appropriately prepared for the program date
- 6) Group members must be informed of the potential risks inherent in a challenge course program as well as the measures and precautions taken to ensure a safe and fun program. Although we make every effort to provide a safe and enjoyable experience, the Team Up! assumes no liability for personal injury caused by participation in the program. Every group member, regardless of their level of participation, must sign an Elective/Voluntary Activity Waiver and participate at their own risk.
 - 7) Team Up! reserves the right to cancel a program at any time.
 - 8) The Anteater Recreation Center (ARC) parking lot adjacent to the ARC accepts most campus parking permits. Automobiles must not block disabled parking or the fire access road to the ARC fields, and must be removed immediately upon completion of loading or unloading. No automobiles on the grass at anytime. Day use parking passes may be purchased at any UCI Campus Information Booth or purchased in advanced from UCI Parking Services by calling (949) 824-7486. There is also a permit dispenser in the ARC parking lot, which takes money only (no credit cards).
 - 9) Classrooms, swimming pool, indoor rock wall, and other facilities are available through a separate reservation. Please inquire with the Team Up! Director for further information (949) 824-1352.
 - 10) Food is permitted in the ARC fields near the Challenge Course. No personal BBQs are allowed by order of the UCI Fire Marshall.
 - 11) No alcohol allowed in the ARC or Challenge Course area.
 - 12) All groups are responsible for their own clean-up.
 - 13) Anteater Recreation Center access is NOT permitted with this reservation.
 - 14) Any catering must be approved by UCI. See <http://www.placestoeat.uci.edu/catering.php> for further information.
 - 15) No glass containers allowed at the challenge course. We ask that you please make all necessary arrangements with participants and/or caterers to prohibit glass.
 - 16) To protect the health, comfort and safety of patrons and employees, ALL areas are designated NON-SMOKING.
 - 17) Animals or pets of any kind are prohibited in the challenge course area or on the ARC fields. Only those designated by State Code are authorized and must be with owner at all times.
 - 18) The Group, shall defend, indemnify and hold harmless The Regents of the University of California, its officers, employees, and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Group, its officers, employees, agents, or participants.
 - 19) All paperwork associated with this Agreement must be returned to the Anteater Recreation Center with payment and/or billing information. SIGN & SEND TO:

UC Irvine Outdoor Adventures
 Attn: Drew McCrary
 Anteater Recreation Center
 680 California Avenue
 Irvine, CA 92687-4515
 FAX: (949) 824-1352

Signature of Group Leader

Date

Signature of UCI Representative

Date

PLEASE RETURN THIS FORM WITH YOUR DEPOSIT!

We are committed to your organization's success through our experiential, adventure-based learning program.
 Please let us know if you have any questions.

**AGREEMENT FOR PROVISION OF
EVALUATION SERVICES
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT,
ORANGE COAST COLLEGE AND
RICHARD McGAFFIGAN
FISCAL YEAR - 2012/13**

THIS AGREEMENT, entered into this ____ day of August, 2012, which date is enumerated for purposes of reference only, is by and between Coast Community College District, Orange Coast College, hereinafter referred to as "PROVIDER," and Richard McGaffigan, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Alcohol Prevention Services on Community College Campuses to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Evaluation Services in order to comply with the Agreement with COUNTY to provide Alcohol Prevention services on Community College Campuses; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by PROVIDER, SUBCONTRACTOR, and ADMINISTRATOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR monthly, in arrears, based upon services outlined in Section 17 of this Agreement. The maximum obligation of \$12,000 for evaluation services provided as identified in Section 17 of this agreement in fiscal year 2012/13 shall be paid in equal

monthly increments to Lance Segars. The basis for compensation is completion of the professional services outlined in Section 17 of this Agreement.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination. Notice shall be deemed served on the date of mailing.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Compliance Program by ADMINISTRATOR's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

5. Failure of SUBCONTRACTOR to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")

relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Code of Conduct by ADMINISTRATOR, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Code of Conduct.

5. SUBCONTRACTOR shall submit to PROVIDER a signed acknowledgement and agreement that SUBCONTRACTOR shall comply with PROVIDER or ADMINISTRATOR's Code of Conduct.

6. Failure of SUBCONTRACTOR to timely submit the acknowledgement of PROVIDER or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

C. COVERED INDIVIDUALS - SUBCONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

3. SUBCONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. SUBCONTRACTOR shall also request that its sub-subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to SUBCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBCONTRACTOR shall notify PROVIDER immediately upon such disclosure.

5. SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with PROVIDER in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, PROVIDER business operations related to this Agreement.

6. SUBCONTRACTOR shall notify PROVIDER immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this AGREEMENT. PROVIDER will determine if any repayment is necessary from SUBCONTRACTOR for services provided by ineligible person or individual.

D. REIMBURSEMENT STANDARDS

1. SUBCONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. SUBCONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. SUBCONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, SUBCONTRACTOR shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. SUBCONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

E. COMPLIANCE TRAINING - PROVIDER shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to SUBCONTRACTOR and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. SUBCONTRACTOR shall retain the certifications. Upon written request by PROVIDER, SUBCONTRACTOR shall provide copies of the certifications.

4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain, in writing, the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with SUBCONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. SUBCONTRACTOR therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. SUBCONTRACTOR, while providing services under this Agreement, shall not refer clients or accept client referrals to his or her private practice or services.

6. DELEGATION AND ASSIGNMENT

SUBCONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without the prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

7. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants 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. SUBCONTRACTOR shall retain all such documentation for all covered employees, sub-subcontractors and consultants for the period prescribed by the law.

8. EXPENDITURE REPORT [NOT APPLICABLE TO THIS AGREEMENT]

9. INDEMNIFICATION

A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by PROVIDER and COUNTY, and hold PROVIDER and COUNTY, 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 INDEMNITIES") 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 SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR, PROVIDER, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then SUBCONTRACTOR, PROVIDER, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and county safety and health regulations. Prior to the execution of this Agreement, SUBCONTRACTOR shall furnish evidence satisfactory to PROVIDER, that SUBCONTRACTOR has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

10. INSPECTIONS AND AUDITS

A. PROVIDER, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this

Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

11. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. SUBCONTRACTOR agrees to furnish to PROVIDER within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual contractor, his/her name, date of birth, social security

number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that SUBCONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of SUBCONTRACTOR to timely submit the data and/or certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee 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; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

12. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. SUBCONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from PROVIDER and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which SUBCONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - SUBCONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

2. Complaint Process - SUBCONTRACTOR shall establish procedures for advising all clients through a written statement that SUBCONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, PROVIDER and ADMINISTRATOR, or the COUNTY's Patient's Rights Office. SUBCONTRACTOR's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. SUBCONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with SUBCONTRACTOR either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - SUBCONTRACTOR agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither SUBCONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further contracts involving federal, state or county funds.

13. NOTIFICATION OF DEATH [NOT APPLICABLE TO THIS AGREEMENT]

14. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to county, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental billings for any month that has been fully paid.

B. SUBCONTRACTOR'S billings shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Billings are due the seventh (7th) business day of each month, and payments to SUBCONTRACTOR should be released by PROVIDER no later than twenty-eight (28) calendar days after receipt of the correctly completed billing form.

C. All billings to PROVIDER shall be supported by SUBCONTRACTOR, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. PROVIDER may withhold or delay any payment if SUBCONTRACTOR fails to comply with any provision of this Agreement.

E. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

15. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). SUBCONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. SUBCONTRACTOR shall ensure compliance with requirements pertaining to the privacy and

security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI"). SUBCONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by SUBCONTRACTOR, notify PROVIDER and ADMINISTRATOR of such breach by telephone and email or facsimile.

H. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

I. SUBCONTRACTOR shall retain all financial records for a minimum of five (5) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

J. SUBCONTRACTOR shall retain all participant, client and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

L. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and ADMINISTRATOR may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

M. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the PROVIDER and ADMINISTRATOR.

N. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) request within twenty-four (24) hours. SUBCONTRACTOR shall provide PROVIDER and ADMINISTRATOR all information that is requested by the PRA request.

16. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

17. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide the following professional services to PROVIDER for the

duration of the Agreement in a thorough and timely manner:

Richard McGaffigan shall provide leadership and oversight for the items listed below:

1. Conduct a systematic and comprehensive evaluation to determine levels of effectiveness and success in accomplishing supporting activities and campaigns, and in achieving the performance objectives and performance measures for Period Two of the grant.
 - a. Meet with PROVIDER staff monthly to assist in project planning and in the development of forms and procedures for assessing program needs. It is preferable for evaluators to meet with PROVIDER staff in person, however telephone conferences will be acceptable, upon PROVIDER's approval, if time constraints do not permit a face-to-face meeting.
 - b. Develop any additional data collection tools and measures needed to assess grant activities as outlined in the ADEPT Action Plan, and/or problems that arise during Period Two.
 - c. Provide PROVIDER staff with program advice, and training and oversight on proper data collection.
2. Produce a report to PROVIDER on the results of the NCHA survey and the data collected during Period Two of the grant, including the Screening and Brief Intervention results, online alcohol education and assessment intervention, data collected for the campus media campaign, the results of the educational interventions, and other activities included in the ADEPT Action Plan for 2012-2013.
3. Develop an evaluation plan to assess performance objectives and performance measures in compliance with ADEPT Provider Manual, with Period Two preliminary Evaluation Plan to ADEPT by July 31, 2012, and Final Evaluation Plan to ADEPT by August 17, 2012. Drafts of the Evaluation Plan should be given to OCC prior to submission to ADEPT, with adequate time to review prior to the deadline.
4. Assist PROVIDER with the development of a sustainability plan, in partnership with the advisory committee.
5. Quarterly information concerning performance objectives and performance measures will be reported to Program Supervisor prior to submission of reports to ADEPT, to allow for information sharing between PROVIDER and the evaluation team.
6. Procedures will be developed to assure a) information collected is valid and reliable, b) adequate training of staff, c) clear and easy to complete data collection forms, and d) clear and quick data entry process.
7. Data collection and analysis plan will assure that program staff is able to meet performance assessment requirement. Quarterly reports of performance objectives provided to staff will be organized to include the required performance measures.

8. Prepare evaluation reports for the Program Manager and ADEPT as follows: Report 1: July 1, 2012 through September 30, due October 15, 2012; Report 2: October 1, 2012 through December 31, 2012, due January 21, 2013; Report 3: January 1, 2013 through March 31, 2012, due April 15, 2013;; and Year End Report for the Period Two, due July 31, 2013. The evaluation section shall contain analysis of the effectiveness of the AOD prevention strategies implemented toward reaching performance objectives and performance measures, a discussion of successes, barriers encountered, and recommendations for future projects.

18. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR 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. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TAX LIABILITY

SUBCONTRACTOR shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by PROVIDER under this Agreement. SUBCONTRACTOR shall indemnify, defend and hold COUNTY and PROVIDER harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or PROVIDER any such monies, or penalties or interest imposed, resulting from any failure of SUBCONTRACTOR to comply with the provisions of this paragraph.

20. TERM

The term of this Agreement shall commence upon full execution of this contract, _____, 2012 and terminate no later than June 30, 2013; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

21. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days

written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

SUBCONTRACTOR

DATE

Name of Organization: _____

Address: _____

PROVIDER:

DATE

PRESIDENT, BOARD OF TRUSTEES

COAST COMMUNITY COLLEGE DISTRICT

Name of Organization: Coast Community College District

Address: 1370 Adams Avenue

Costa Mesa, CA 92626

ADMINISTRATOR (Approved as to Form)

DATE

HCA/Contract Development and Management

405 W 5th Street

Santa Ana, CA 92701

Amendment to Agreement
between
Coast Community College District
and
Cengage Learning
re
Astronomy Telecourse

This is an amendment to an Agreement ("Agreement") between Coast Community College District ("Coast") and Thomson—Brooks/Cole, now Cengage Learning ("Publisher") executed by Coast on February 5, 2004, with respect to a telecourse entitled *Astronomy: Observations & Theories* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Fifth Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE for Astronomy: Observations & Theories* the Publisher and Coast wish to have Coast prepare the necessary revisions for the Fifth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement;

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Fifth Edition:

1. Coast hereby grants to Publisher the right to print, publish, and sell the Fifth Edition under the same terms and conditions applicable to the First Edition Telecourse Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before December 15, 2012 camera-ready mechanicals for the Fifth Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 425 pages in length, provided the Publisher delivers all final page proofs to Coast by September 1, 2012.
3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of Seeds – "Horizons" payable as follows:
 - (a) \$2,000.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,000.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
4. Pursuant to the terms of Section 9 of the Agreement, the copyright for the Fifth edition, entitled *Course Student Guide for Astronomy: Observations & Theories* shall be registered to Coast Community College District.
5. The warranties and indemnities expressed in Paragraphs 10 and 14 of the Agreement shall be extended to include any new material added by Coast to the Fifth Edition.
6. All notices to Coast are to be sent to: Dan Jones, Executive Dean of Office of Learning & Information Technologies, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.

7. All notices to Publisher are to be sent to: Charles Hartford, Publisher,
Cengage Learning, 20 Channel Center Street, Boston, Massachusetts 02210

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

Cengage Learning

By _____
President,
Board of Trustees

By _____
Publisher

With Notification to:

Executive Dean,
Office of Learning & Information Technologies
11460 Warner Avenue
Fountain Valley, CA 92708-2597

Acquisitions Editor

President, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

APPROVED AS TO FORM

District General Counsel

**INTERNATIONAL CONTRACT EDUCATION
MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT
CONSULTANT AGREEMENT**

Between

**COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)**

And

THE EDUWIN CONSULTING PARTNERS

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 THE EDUWIN CONSULTING PARTNERS, a Korean educational consulting firm (hereinafter "**Consultant**"). District and Consultant 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"), 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, Consultant 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 Consultant hereby agree to contract under the following terms, rules of conduct, and obligations to each other as set forth in this Agreement:

Attachment 19

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 Consultant when Consultant 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, Consultant, 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, Consultant, 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 Consultant when Consultant 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 Consultant, prescribing the educational services to be offered, and the cost to implement and deliver the services. The PSP shall be utilized by Consultant for negotiations with Educational Partners. Consultant’ signature on each PSP shall represent their agreement to the terms and conditions set forth in the PSP.

c. An Educational Services Agreement (“ESA”) shall be prepared by the District and shall represent the roles, responsibilities and obligations of District, Consultant, 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, Consultant, 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 Consultant, 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 Consultant from any agreements between District and Educational Partner where Consultant has developed the relationship between District and Educational Partner for a specified program of instruction.

III. Consultant Obligations

- a. Consultant shall serve as a marketing, outreach, and relationship development consultant for the District's EBUS Program. Consultant 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. Consultant shall develop, initiate and sustain marketing and outreach strategies in foreign countries and promote EBUS access to their educational training markets.
- b. Consultant shall assist District by developing operational and logistical support activities. Consultant shall fully comply with the host country's legal requirements relating to foreign providers of higher education when fulfilling its obligations under this Agreement. Consultant shall also fully comply with applicable federal and state law in performing services under this Agreement.
- c. Consultant shall diligently pursue the development of relationships with potential Educational Partners. Consultant is authorized to enter into discussions and negotiations on behalf of the District under this Agreement.
- d. Consultant 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. Consultant 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. Consultant, 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. Consultant 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 Consultant, and the Educational Partner and between Consultant 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. Consultant 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 Consultant 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 Consultant regardless of whether a PSP develops into an executed ESA.

b. Consultant shall collect tuition from students enrolled in the EBUS program and pay both the Educational Partner for facilities and District for educational services outlined in the PSP. Consultant shall retain its compensation for the services outlined in the PSP.

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. Consultant 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 Consultant's 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. Consultant 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 agree 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 August 16, 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. Consultant 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 Consultant 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 Consultant shall have a continuing obligation to provide services as set forth in this Agreement.

/II. Indemnification

- a. Consultant 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 Consultant' performance of services under this Agreement, or for any acts relating to Consultant' obligations arising from or relating to the EBUS Program, or for any action or inaction of Consultant pertaining to this Agreement, and for any actions by any person or entity for whom Consultant may be legally liable.
- b. District agrees, to the fullest extent permitted by the law, to indemnify, and hold harmless Consultant, 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. Consultant's agreement to provide such indemnification shall apply to those obligations performed by Consultant 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. Consultant' 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 Consultant from responsibility for damages or other losses incurred or to be incurred by the District as a result of Consultant's breach of its obligations under this Agreement.

VIII. Disclosure and Confidentiality

Consultant 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. Consultant 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 Consultant 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

District may require Consultant to purchase and maintain, during the term of this Agreement, and at Consultant's sole cost and expense, international general liability insurance with insurance companies duly licensed, admitted and acceptable by the host country, and recognized and rated by A.M. Best Company with a Best rating of at least A VII or better. Such policies of insurance shall protect Consultant and the District from claims which may arise out of, or relate to Consultant's performance of obligations under this Agreement. This insurance shall apply to Consultant, and to any subcontractor retained by Consultant, and to anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required international general liability insurance shall be in occurrence form, and shall have coverage 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 all activities of Consultant relating to, or arising from this Agreement. If District requires such insurance, this policy shall be endorsed, naming the District and the District's Board of Trustees, agents, and employees as additional insureds. Consultant is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on insurance policies required pursuant to this Agreement.

XI. Independent Contractor

- a. Consultant shall be and act as an independent contractor for all services performed under this Agreement. Consultant 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. Consultant 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. Consultant 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 Consultant and its employees and agents.

c. Consultant agrees and understands that by performing services under this Agreement, Consultant and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and Consultant.

d. Consultant has no authority to bind the District to a contract without the express written approval of the District's governing board.

XII. Dispute Resolution

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 Consultant may assign their rights under this Agreement to any other party or successor in interest. This provision does not bare Consultant from retaining sub-contractors necessary for Consultant to meet their obligations arising under this or any specific educational services agreement.

b. District and Consultant, 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 Consultant regarding Consultant's 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 Consultant.

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. Consultant'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 Consultant 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. Consultant 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 Consultant 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 District: Coastline Community College
 11460 Warner Avenue
 Fountain Valley, CA 92708
 Attn: Laurie Melby

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

To Consultant: The Eduwin Consulting Partners
 68-15 Non Hyun Dong, Gangnam Gu
 Seoul, 135-010 Korea
 Attn: Paul Hayong Park

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

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

THE EDUWIN CONSULTING PARTNERS

Jim Moreno
President, Board of Trustees

Paul Hayong Park
Executive Director

Dated: _____

Dated: _____

July 2, 2012

RE: Learning First Multi-Institutional Online Consortium: with the League for Innovation in the Community College (League), the University of Massachusetts Online (UMassOnline), Pennsylvania State University (Penn State World Campus), the University of Illinois-Springfield (UIS), and Coast Community College District (Coastline Community College) (CCC) will serve students following a unique 1-2-1 partner articulation and concurrent enrollment model, decreasing the amount of time and cost required for students to earn a bachelor's degree. (Bill & Melinda Gates Foundation Grant Number OPP1044997).

The League for Innovation in the Community College ("League") is pleased to award Coast Community College District (Coastline Community College) ("College") a subgrant in the amount of \$65,900 to support College participation in *Learning First* (the "Project") from June 1, 2012 or the period beginning on the date the College signs this agreement (the "Start Date") to November 30, 2013 (the "Subgrant Period"). This agreement (the "Subgrant Agreement") contains the terms and conditions of this subgrant.

It is the intent of the League and College, pursuant to California Education Code 78021, to pursue the development and execution of a Contracted Education Services Agreement whereby Coastline will provide education programs to meet the specific needs of the League.

Subgrantee Responsibilities. As a participant in the Project, the College agrees to fulfill the following responsibilities.

1. Designate a single Local Project Leader and/or Coordinator who will be the primary contact for all project activities.
2. Work closely with Project Director according to the Project timeline. Such work may be conducted via email, phone calls, and scheduled face-to-face meetings.
3. Ensure that College registration, financial aid, counseling, and student support services coordinate project activities and attend a project orientation session and LF workshop.
4. Ensure that College faculty members attend a virtual or (depending on funds) a face/2/face project orientation session and LF workshop.
5. Review LF partner sample MOU's and articulation models for baccalaureate program development pathways and college/feeder-school partnerships in the project.
6. Participate in activities to disseminate project results; activities may include presenting at conferences, participating in webinars, or contributing to articles for publication.

Disclosure. The College has been selected to participate in this Project as a Learning First Partner and at the League's discretion. The College may state that the League for Innovation in the Community College is the grantee and that the College is a subgrantee or subcontractor of League for Innovation in the Community College for the Learning First Project.

Payments: League payments are contingent upon funding by the Foundation and on satisfactory submission by the League of periodic Project narrative progress reports and financial reports. The League may authorize changes to the payment schedules from time to time where appropriate. The League will confirm any such changes in writing. The College will be awarded a subgrant in two installments of \$43,933 for the first year, payable within 30 days of receipt of executed contract by the League, and \$21,967 for the final six months to support participation in the project, payable by September 30, 2013 contingent upon League receiving final grant funding from grantor. Both payments will be by League check.

IRS Form W-9: As an express condition of this contract, sub grantee will complete an IRS Form W-9 certifying that sub grantee is not subject to backup withholding and promptly forward to the League office a completed Form W-9 at the time the Subgrant Agreement is executed.

Record Maintenance and Inspection. The League requires that the College maintain adequate records for the Project to enable the League to easily determine how the funds are expended. The College's books and records must be available for inspection by the League or its designee at reasonable times to permit the League to monitor and conduct an evaluation of operations under this Agreement.

Compliance. The League has the right at its discretion to terminate or suspend the College or withhold payment if (a) the League is not reasonably satisfied with the College's progress on the Project; or (b) significant leadership or other changes occur that the League believes may threaten the Project; or (c) the College fails to comply with any term or condition of this Agreement. On termination, if requested by the League, the College agrees to promptly return to the League any unspent and uncommitted Agreement funds (as of the date of termination) previously distributed to the College by the League for the Project.

Research and Evaluation. The Bill and Melinda Gates Foundation values research and evaluation of the projects it funds. In order for the League to advise the Foundation in a timely manner of research and evaluation apart from that which is included in College participation in the work of the Project, the College agrees to inform the League of any such research or evaluation the College conducts or commissions regarding the Project, and to provide to the League a copy of any report or findings from the research or evaluation. The Foundation, the League, or the Foundation's evaluation partner will notify the College in writing of its inclusion in any research project undertaken by the Foundation. If the College is selected to participate in Foundation-sponsored research or evaluation for the Project, the College agrees to (a) allow and facilitate the Foundation's evaluation partner to implement an evaluation plan; (b) identify an on-site evaluation coordinator who will serve as a contact; (c) facilitate the collection of data; and (d) permit the Foundation to

disseminate the results of the research or evaluation. The Foundation's evaluation partner will provide appropriate privacy and other protections to participants.

Public Access. The League and will make the results of the Project or any reports or other publications regarding the Project funded by this grant (collectively, the "Materials") available to the public: (i) on hard copy media free of charge (other than reasonable processing and shipping costs) and/or (ii) for free unlimited access and use via an Internet site, and the League will use reasonable efforts to have the Materials listed with major Internet search engines.

Grant Announcements, Public Reports, and Use of League Name and Logo. The League will include information on this grant in its periodic public reports and may make grant information public at any time on its web page and as part of press releases, public reports, speeches, newsletters, and other public documents. If the College wishes to issue a press release or announcement regarding the award of this grant, the College must obtain advance approval from the League of the press release and the date of release. The College also agrees to obtain advance approval from the League for any other use of the League's name or logo. The League requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the subgrant. Please contact Stella Perez (perez@league.org) at least three weeks before any press release, announcement, or other publication date.

Stella Perez, Chief Operating Officer/Executive VP

Date

Coast Community College District (Coastline Community College), by its authorized representative, agrees to the terms and conditions of this Subgrant Agreement.

Signature

Date

Print name

Title

Retain one signed copy of this agreement for your records and return a signed copy via post, email, or fax to Stella Perez, League for Innovation in the Community College, 1333 S. Spectrum Blvd., Suite 210, Chandler, AZ 85286 • Email perez@league.org • Fax (480) 705-8201

**MEMORANDUM OF UNDERSTANDING
REEMPLOYMENT AND ELIGIBILITY ASSESSMENT - EMERGENCY
UNEMPLOYMENT COMPENSATION PROGRAM**

Parties to the Agreement

This Memorandum of Understanding (MOU) is a cooperative agreement between the Employment Development Department (EDD), the One-Stop Career Centers and partnering agencies identified as providing Reemployment Eligibility Assessments-Emergency Unemployment Compensation (REA-EUC) and specific related services to selected Unemployment Insurance (UI) claimants. This agreement ensures that the necessary partners commit to providing reemployment services above and beyond minimal service levels, including referral to any reemployment services that are deemed necessary to assist UI REA-EUC claimants return to suitable employment.

Period of the Agreement

This agreement is effective June 1, 2012, through December 31, 2012.

REA-EUC Program in California

This MOU supports the vision for California as outlined in Training and Employment Guidance Letter (TEGL) NO. 20-11, Reemployment Services, and Reemployment and Eligibility Assessment Activities for Recipients of Emergency Unemployment Compensation. California operates the REA-EUC program in One-Stop Career Center offices and has fully integrated the program with Workforce Investment Act funded services. All claimants have access to the full array of services available at the One-Stop Career Centers while also ensuring claimants comply with all UI eligibility requirements.

Roles and Responsibilities

The EDD and the One-Stop Career Centers must coordinate reemployment service needs to provide the following services:

- Orientation to help claimants access self-service core services offered by the One-Stop Career Center through the resource room or online, with particular emphasis on accessing available labor market and career information;
- Registration with CalJOBSSM (California's job bank); and
- Referrals to appropriate services offered through the One-Stop Career Center.

All undersigned parties agree to provide appropriate reemployment services to recipients of emergency unemployment compensation.

Required Signatures (attach additional pages as necessary)

EDD

One-Stop Career Center

Office location/ARU

Orange County One Stop - Irvine
Office name/ location

Site manager signature

P

Site manager signature

Date

6/1/12

Date

Partner Agency

Partner Agency

Office name/location

Office name/location

Authorized signature

Authorized signature

Date

Date

Partner Agency

Partner Agency

Office name/location

Office name/location

Authorized signature

Authorized signature

Date

Date

**MEMORANDUM OF UNDERSTANDING
REEMPLOYMENT AND ELIGIBILITY ASSESSMENT - EMERGENCY
UNEMPLOYMENT COMPENSATION PROGRAM**

Parties to the Agreement

This Memorandum of Understanding (MOU) is a cooperative agreement between the Employment Development Department (EDD), the One-Stop Career Centers and partnering agencies identified as providing Reemployment Eligibility Assessments-Emergency Unemployment Compensation (REA-EUC) and specific related services to selected Unemployment Insurance (UI) claimants. This agreement ensures that the necessary partners commit to providing reemployment services above and beyond minimal service levels, including referral to any reemployment services that are deemed necessary to assist UI REA-EUC claimants return to suitable employment.

Period of the Agreement

This agreement is effective June 1, 2012, through December 31, 2012.

REA-EUC Program in California

This MOU supports the vision for California as outlined in Training and Employment Guidance Letter (TEGL) NO. 20-11, Reemployment Services, and Reemployment and Eligibility Assessment Activities for Recipients of Emergency Unemployment Compensation. California operates the REA-EUC program in One-Stop Career Center offices and has fully integrated the program with Workforce Investment Act funded services. All claimants have access to the full array of services available at the One-Stop Career Centers while also ensuring claimants comply with all UI eligibility requirements.

Roles and Responsibilities

The EDD and the One-Stop Career Centers must coordinate reemployment service needs to provide the following services:

- Orientation to help claimants access self-service core services offered by the One-Stop Career Center through the resource room or online, with particular emphasis on accessing available labor market and career information;
- Registration with CalJOBSSM (California's job bank); and
- Referrals to appropriate services offered through the One-Stop Career Center.

All undersigned parties agree to provide appropriate reemployment services to recipients of emergency unemployment compensation.

Required Signatures (attach additional pages as necessary)

EDD

One-Stop Career Center

Office location/ARU

Orang. County One Stop-Westminster

Office name/location

Site manager signature

P

Site manager signature

Date

8/1/12

Date

Partner Agency

Partner Agency

Office name/location

Office name/location

Authorized signature

Authorized signature

Date

Date

Partner Agency

Partner Agency

Office name/location

Office name/location

Authorized signature

Authorized signature

Date

Date

RESOLUTION # 12-28
A Resolution of the Board of Trustees of the
Coast Community College District
To Allow the County Superintendent of Schools to Make
Budget Transfers, as Needed, at the Close of
Coast Community College District's Fiscal Year 2011-2012
and During Fiscal Year 2012-2013

WHEREAS, the County Superintendent of Schools may make budget transfers between the Reserve for Contingencies and any expenditure classifications to allow the payment of obligations of the District incurred during each school year;

NOW, THEREFORE BE IT RESOLVED AND DECLARED THAT the Board of Trustees of the Coast Community College District permits the County Superintendent of Schools to make budget transfers, as needed, at the close of Coast Community College District's Fiscal Year 2011-2012 and during Fiscal Year 2012-2013.

I, Daryl Betancur, Interim Secretary of the Board of Trustees of Coast Community College District hereby certify that on August 15, 2012 this Resolution was adopted by the Board by a vote of

_____.

Ayes:

Noes:

Abstain:

Absent:

Daryl Betancur, Interim Secretary, Board of Trustees

RESOLUTION # 12-29

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

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

WHEREAS, on August 1, 2012 the Board of Trustees of the Coast Community College District held a Regular Meeting/Study Session; and

WHEREAS, Trustee Jerry Patterson was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Patterson's absence was due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Patterson shall be paid at the regular rate of compensation for the Regular Meeting/Study Session of August 1, 2012.

I, Daryl Betancur, Interim Secretary of the Board of Trustees of Coast Community College District hereby certify that on August 15, 2012 this Resolution was adopted by the Board by a vote of ____.

Ayes:

Noes:

Absent:

Abstain:

Daryl Betancur, Interim Board Secretary, Board of Trustees

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

**BP 7XXX Code of Professional Ethics for all Employees of the
Coast Community College District**

Accreditation Standard III.A.1.d.

The *Code of Professional Ethics* is a public statement by the Board of Trustees and employees of the Coast Community College District that sets clear ethical expectations to guide and inspire professional excellence.

The Coast Community College District is comprised of professionals who are dedicated to promoting a climate which enhances the worth, dignity, potential, and uniqueness of each individual within the District community. The District's employees work in various settings and positions; the expectation of all is a commitment to protecting human rights, pursuing academic excellence, and supporting student success.

The conduct of District employees as "public employees" shall be worthy of the respect and confidence of the community the District serves. Employees must, therefore, avoid conduct which is in violation of the public trust or which creates a justifiable impression among the community that such trust is being violated.

All District employees shall exhibit openness and reliability in what is said and done as educational leaders, and shall address issues and people without prejudice. Further, all District employees shall do everything possible to demonstrate a commitment to excellence in education without compromise of the following principles of ethical behavior.

Coast Community College District Employees Shall . . .

1. Demonstrate personal and professional integrity in supporting the mission of the District and the colleges.
2. Be honest and accountable in all District actions and activities and be good stewards of District assets.
3. Contribute to the dynamics of positive interpersonal relationships when dealing with colleagues, students, and the public.
4. Be fair and collegial in all interactions with colleagues, students, and the public, regardless of differences in personal values or beliefs.
5. Adhere to the principles of nondiscrimination and equality without regard to race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

6. Maintain a working and learning environment free from incivility, aggression, bullying, mobbing, and unlawful harassment.
7. Act within applicable laws, codes, regulations, and District policies and procedures.
8. Avoid conflicts of interest, or even the its appearance of conflict of interest, between their obligations to the District and private business or personal commitments and relationships.
9. Maintain confidentiality regarding information about students (See FERPA Statutes and Regulations) or employees obtained in the course of professional duties.
10. Maintain and enhance job effectiveness and competency through continued professional development.

With respect to students, all employees of the Coast Community College District have the responsibility to . . .

1. Keep foremost in mind at all times that the colleges and District exist to serve students.
2. Dedicate themselves to the ideals and principles that will enable students to develop their talents and interests, and pursue their academic success.
3. Make every reasonable effort to create and promote an equal-access learning environment and equal access to the educational resources that will help students succeed.
4. Respect student dignity and individual freedom, and promote respect for students as individuals, as learners, and as independent decision-makers.
5. Understand, appreciate, and contribute to the dynamics of positive and professional interpersonal relationships when dealing with students.
6. Maintain high standards of professional, non-exploitative conduct, and act with integrity when working with students.

Addressing Ethical Violations:

Violations of the *Code of Professional Ethics* harm the District and its standing in the community. Procedures will be developed and adopted to ensure ethical violations can reasonably be reported, investigated, and addressed. Any disciplinary action taken, based on violation of this Policy, shall be in accordance with applicable law and collective bargaining agreements.

**Coast Community College District
Administrative Procedures
Chapter 3
Educational Programs and Student Relationships**

**Administrative Procedure AP 5030 Student Fees and Charges
Schedule (see BP 5030 Student Fees and Charges)**

Fees Collected at Time of Enrollment

Enrollment Fee - The enrollment fee is \$36 per unit per semester through spring 2012. Effective summer 2012, this fee is \$46 per unit per semester.

Non-Resident Tuition Fee - The fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section 76140 no later than February 1 of each year for the succeeding year. The non-resident tuition fee is published in the class schedule and website of each college in the District.

Capital Outlay Fee - the fee is established by the Coast Community College District Board of Trustees in accordance with Education Code Section 76141.

Instructional Material Fee - Optional to student. Individual course fees are contained in the class schedules of each of the Coast District Colleges.

Parking Fee - Parking fees for Golden West and Orange Coast Colleges are \$30 per each semester, fall and spring, and \$15 per summer session. Parking fees for Coastline Community College are \$15 per each semester, fall and spring, and \$7 per summer session.

Auditing Fee - \$15 fee per unit per semester including short term and summer classes. Students enrolled in classes to receive credit for 10 or more semester units will not be charged a fee to audit three or fewer units per semester

Health Services Fee - \$16 per semester fall and spring and \$13 for all or any portion of the summer session or intersessions for Golden West and Orange Coast Colleges. \$10 per semester and for any portion of the summer session or intersessions for Coastline Community College.

Deleted: 7

Other Fees

Student Records Fee (Transcripts/Verifications) - The first two copies of a transcript and/or verification ever requested shall be produced free of charge to the student. For subsequent requests, the charge will be \$5 per copy. An additional fee of \$5 will be charged for special handling (optional).

Community Services Charges - Charges are established per event or class at the time of the approval by the Coast Community College District Board of Trustees.

International Student Application Fee - A fee of \$30 shall be charged to international students for application processing.

Golden West College Criminal Justice Training Center - A fee of \$20 shall be charged to students requesting duplicate program certificates.

Voluntary Payments - Voluntary payments shall reasonably approximate the cost of the goods or services and shall be posted where goods or services are available or shall be published in appropriate college publications.

Adopted January 28, 1987

Revised July 18, 2001

Revised November 21, 2001

Revised June 16, 2004

Revised December 14, 2005

Revised June 18, 2008

Replaces CCCD Policy 030-1-5

Replaces CCCD Board Policy 5032

Revised January 18, 2012

Revised August 15, 2012

Deleted: 7

Coast Community College District

BOARD POLICY

Chapter 2

Board of Trustees

BP 2745 Board Self-Evaluation

Accreditation Standard IV.B.1.e & g

Possible revision to include closing the loop on the self-evaluation in terms of improvement areas 6-18-2012

In accordance with California Law and the Accrediting Commission for Junior and Community Colleges, the Board of Trustees is committed to assessing its own performance, as a Board, in order to identify strengths and areas in which it may improve its functioning.

To this end, the Board has established the following process:

1. The Board shall review and approve procedures and an evaluation instrument for Board self-evaluation during any regular Board meeting in September of each odd numbered year.
2. All Board members will be asked to complete the evaluation instrument and submit responses to the Secretary of the Board at least ten days prior to the evaluation meeting. Responses should include comments that list specific references to Board strengths and weaknesses, as well as offering suggested improvements. The Secretary of the Board will tabulate the responses and present them to the Board President.
3. The summary and tabulation of the evaluation results will be presented to the Board in a written communication by the Board President. Evaluations received from individual Trustees shall be made available to the public upon request.
4. The Board President, or designee, shall preside over a discussion of the self-evaluation at the Study Session meeting in October of each year, or may call a Special Meeting of the Board to discuss the evaluation.
5. Members of the public or from District constituency groups shall have the opportunity, during the Board of Trustees' self-evaluation, to provide input to Board.
6. The Board shall take appropriate action, in response to the evaluation summary, during a public meeting.
7. Upon identification of areas of improvement as a result of the self-evaluation, the Board, primarily through the Board Accreditation Committee, will devise a process and appropriate measures to address these areas and report back on the results during a public meeting by the date of the next review cycle.

8. The evaluation may be used to identify accomplishments in the past year and goals for the following year, and strategic plans for future years.

Adopted February 19, 2003

Revised September 16, 2009

Revised

Replaces CCCD Policy 010-2-9, Fall 2010

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4225 Course Repetition

References: Title 5 Sections 55040, 55041, 55042, 55044, and 58161

Students who receive a substandard grade of "D", "F", "NC", or "NP" in a course may repeat the course one additional time for credit. Prior student grades when such repetition takes place will be disregarded for the purposes of grade point computation; however, the academic record shall be annotated in such a manner that all work remains legible.

Under special circumstances, students may repeat courses in which a "C" or better grade or "P" was earned. The special circumstances are defined in Administrative Procedure 4225.

See Administrative Procedure 4225

Adopted June 15, 1988
Revised June 3, 1992
Revised March 5, 1996
Replaces CCCD Policy 030-4-3, Fall 2010
Revised August 15, 2012

Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 3
Educational Programs and Student Relationships

AP 4225 Course Repetition

References: Title 5 Sections 55040, 55041, 55042, 55043, 55045, and 58161, BP 4225

A student who receives a substandard grade of "D", "F", "NP" or "NC" in a course may repeat the course one additional time for credit. When such repetition takes place, the prior grade will be disregarded for the purposes of grade point computation; however, the academic record shall be annotated in such a manner that all work remains legible. After two unsuccessful attempts, a student must petition for approval to enroll for a third time to complete the course. However, no more than two substandard grades may be disregarded for the purpose of grade point computation.

Students may repeat courses taken at other accredited colleges or universities in which substandard academic performance was obtained (less than "C" or "NP"). In determining transfer of a student's credits, the prior actions taken by another accredited college or university will be honored.

A student is allowed to repeat a course without petition when repetition is necessary to enable the student to meet a legally mandated training requirement as a condition of volunteer or paid employment. A student can repeat such courses any number of times, even if the student received a grade of "C" or better; however, the grade received by the student each time will be included in calculations of the student's grade point average.

Colleges in the Coast Community College District may designate certain types of courses as repeatable. Courses so designated may be repeated for credit the number of times indicated in the course catalog and class schedule; however, such courses may not be designated as repeatable more than three times. Two sections of a repeatable course shall not be taken concurrently. A course may be designated as repeatable only if,

1. the course content differs each time it is offered,

or

2. the student who repeats it is gaining an expanded educational experience for one of the two following reasons:

- a. Skills or proficiencies are enhanced by supervised repetition and practice within class periods; or
- b. Active participatory experience in individual study or group assignments is the basic means by which learning objectives are obtained.

Activity courses which qualify as repeatable courses are limited to physical education courses or visual or performing arts courses in music, fine arts, theater or dance.

Courses designated as repeatable shall show in the course outline how each course experience differs. Courses that show substantial differences should be submitted as separate courses through the curriculum process.

If a student reenrolls in a repeatable course in which a substandard grade was received, the prior grade and credit will be disregarded. However, no course designated as repeatable may be taken more than four times regardless of the grades received.

Students who achieve standard academic performances ("A", "B", "C" or "P") may, upon petition to the designated college official or committee, request written permission to enroll in the same course when there are special circumstances. Special circumstances include:

1. The student is required to repeat the course due to significant lapse of time as defined in Title 5, Section 55043.
2. The student requests to repeat the course due to extenuating circumstances which justify the repetition.

When a course is repeated under the conditions 1 and 2 above, the previous grade and credit will be disregarded in computing the student's grade point average and shall be notated in such a manner that all work remains legible insuring a true and complete academic history.

Students with a disability may repeat a special education class for students with disabilities any number of times based on an individualized determination that such repetition is required as a disability-related accommodation for that student.

Ratified August 15, 2012

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4235 Credit by Examination

Reference: Title 5 Section 55050

Credit may be earned by students who satisfactorily pass authorized examinations. The Board of Trustees may grant credit to any student who satisfactorily passes an examination approved or conducted by proper authorities of the colleges in the Coast Community College District. Such credit may be granted only to a student who is registered at one of the colleges in the Coast Community College District and in good standing and only for a course listed in the catalog of the colleges in the Coast Community College District.

The Board of Trustees delegates the authority to grant credit as described in the paragraph above to the College Presidents or their designees.

The student's academic record shall be clearly annotated to reflect that credit was earned by examination.

Units for which credit is given pursuant to Title 5 Section 55050 shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree.

A fee may be charged for the administration of authorized examinations.

See Administrative Procedure 4235

Adopted June 15, 1988
Revised March 5, 1996
Replaces CCCD Policy 030-4-2, Fall 2010
Revised August 15, 2012

**Coast Community College
District
ADMINISTRATIVE PROCEDURE
Chapter
3
Educational Programs and Student
Relationships**

AP 4235 Credit by Examination

Reference: Title 5 Section 55050, BP 4235

Credit by Examination may be obtained by one of the following methods:

- Achievement of a score of 3 or higher on an Advanced Placement Examination administered by the College Entrance Examination Board.
- Achievement of a score that qualifies for credit by examination through the College Level Examination Program.
- Credit by satisfactory completion of an examination administered by a college in the Coast Community College District in lieu of completion of a course listed in the college catalog in accordance with Title 5, Section 55050(c).
- Achievement of an examination administered by other agencies approved by the college.

To be eligible to take a college administered examination:

- The student must be currently enrolled at a college in the Coast Community College District administering the examination.
- The student must be in good standing and must meet specified eligibility requirements as defined by each college in the Coast Community College District.
- The course is listed in the college catalog.

Credits acquired by examination are not applicable to the determination of a student's enrollment status of full-time or part-time.

Credits acquired by examination shall not be counted in determining the twelve (12) unit residency requirement for an Associate degree.

The following apply to credit by examination:

- The student's academic record will clearly indicate that the credit was earned by examination.
- Each college in the Coast Community College District will determine the number of units earned by credit by examination that may be applied to the associate degree.
- Grading of a college administered examination shall be according to the

regular grading system used by Coast District Colleges. Students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.

- Students taking a college administered examination shall pay the enrollment fees per unit applicable at the time of the examination

Ratified Board August 15, 2012

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4240 Academic Renewal

Edits 4-20-2012

Reference: Title 5 Section 55046

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. Administrative Procedure 4240 defines the procedures that provide for academic renewal.

See Administrative Procedure 4240

Adopted March 1, 1989

Revised April 1, 1991

Revised July 18, 2001

Replaces CCCD Policy 030-4-4, Fall 2010

Revised August 15, 2012

**Coast Community College
District
ADMINISTRATIVE PROCEDURE
Chapter
3
Educational Programs and Student
Relationships**

BP AP 4240 Academic Renewal

~~Title 5 Sections 55764 and
55765~~

Reference: Title 5 Section 55046, BP 4240

~~This Academic Renewal Policy for Coast Community College District is issued pursuant to Sections 55764 and 55765 of the California Administrative Code (Title 5) regulations. In accordance with Board Policy BP4240, the purpose of this procedure is to disregard past substandard academic performance of students when such work is not reflective of their current demonstrated ability. It is based on the recognition that due to unusual circumstances, or circumstances beyond the students' control, the past substandard work will negatively affect their academic standing and unnecessarily prolong the rate at which they complete their current objectives. ~~The purpose of this policy is to disregard past substandard academic performance of students when such work is not reflective of their current demonstrated ability. It is based on the recognition that due to unusual circumstances, or circumstances beyond the students' control, the past substandard work will negatively affect their academic standing and unnecessarily prolong the rate at which they complete their current objectives.~~~~

~~If~~ specific conditions are met, Coast Community College District colleges may disregard from all consideration associated with the computation of a student's cumulative GPA up to a maximum of thirty (30) semester units of course work from a maximum of two (2) semesters or three (3) quarters taken at any college for graduation or grade point average (GPA) purposes only. These conditions are as follows:

1. The course work to be disregarded is substandard. The semester grade point average for each semester average grade points of the courses to be disregarded is less than 2.0.
2. A minimum of 12 semester units has been completed at any regionally accredited college or university with a cumulative GPA of at least 2.0 in all course work subsequent to the course work to be

disregarded.

3. At least 12 months have elapsed since the most recent course work to be disregarded.
4. All ~~substandard~~ course work shall be disregarded in that semester, except those courses required as a prerequisite or to satisfy a requirement in the student's current declared program of study.
5. Academic Renewal cannot be reversed once it has been granted.

CCredit for courses from other colleges or universities can be disregarded in order to meet the grade point average requirements for an A.A. degree or Certificate of Achievement, ~~toward graduation.~~

ALL COURSE WORK WILL REMAIN LEGIBLE on the student's permanent record (transcript), ensuring a true and complete academic history. However, students' permanent records will be annotated so that it is readily evident to all users of the records that the units, even if satisfactory, are to be disregarded. This notation will be made at the time that the academic renewal has been approved by the appropriate college office.

If another accredited college has acted to remove previous course work from consideration in computing the GPA, such action shall be honored in terms of its policy. However, such units disregarded shall be deducted from the 30 semester units maximum of course work eligible to be disregarded at a Coast Community College District college.

Interpretation of the academic renewal procedure is the responsibility of the appropriate college official who may, for compelling reasons, make exceptions to the stated conditions provided the requirements of Title 5 (~~Sections 55764 and 55765~~) Section 55044 are observed. All receiving schools may not accept our Academic Renewal Policy and Procedure.

The Admissions and Records and Counseling departments at the colleges in the Coast Community College District are responsible for implementing this administrative procedure.

Ratified August 15, 2012

