

---

# AGENDA

---

**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, October 3, 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

Presidents  
Vice Chancellor of Finance and Administrative Services  
Vice Chancellor of Human Resources

6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment  
Computer Support Specialist 1  
Nursing Retention Aide
9. Classified Temporary Assignments  
Division/Area/Office Coordinator  
Student Services Coordinator  
Special Assignment
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  
Coast Federation of Classified Employees vs. Coast Community College District,  
Public Employment Relations Board Case No. LA-CE-5682-E  
Coast Federation of Educators vs. Coast Community College District Public  
Employment Relations Board Case No. LA-CE-5714-E  
Janet Redding vs. California Community Colleges, et al., Sacramento County  
Superior Court, Case No. 34-2012-00120487  
Haedeh Khamneian vs. Coast Community College District, Office of Administrative  
Hearings Case No. 2012070966  
Vector Resources, Inc. Coast Community College District, Orange County  
Superior Court Case No. 2012-00600648

**e. Conference with Legal Counsel: Anticipated Litigation**  
Significant exposure to litigation pursuant to sub-section "b" of *Government Code*  
Section 54956.9. One Case:

Construction Delays at Golden West College

**f. Conference with Legal Counsel: Anticipated Litigation**  
Potential exposure to litigation pursuant to sub-section "c" of *Government Code* Section 54956.9. One Case

**g. Conference with Labor Negotiator**  
(Pursuant to *Government Code* Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization:  
Educational Administrators

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

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

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

**1.06 Pledge of Allegiance - Student Trustee Cody Joe Torre**

**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.*

## **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 **Report on Pension Spiking**
- 3.00 **Matters for Review, Discussion and/or Action**
  - 3.01 **Board Meeting Dates**
  - 3.02 **Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT), California Community College League (CCLC), and California Community College Trustees (CCCT)**
  - 3.03 **The Board Directives Log**
  - 3.04 **Buildings and Grounds Reports**
  - 3.05 **Opportunity for the Board of Trustees to Review Board Policy 2715 Code of Ethics for Members of the Board of Trustees**
  - 3.06 **Opportunity for the Board of Trustees to Review Board Policy 5040 Student Records, Directory Information and Privacy**
  - 3.07 **Opportunity for the Board of Trustees to Review Revision of Board Policy 5404 Associated Student Government - Coastline Community College**
  - 3.08 **Review of Instructional Material Fees**

**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**
  - 5.03 **CCC - Student Trips**
- 6.00 **Authorization for Special Projects**
  - 6.01 **DIS - Special Projects**
  - 6.02 **GWC - Special Projects**
  - 6.03 **OCC - Special Projects**
  - 6.04 **CCC - Special Projects**



- 7.00 Authorization for Funded Programs**
  - 7.01 DIS - Authorization for Funded Programs**
- 8.00 Authorization to Enter into Standard Telecourse Agreements**
  - 8.01 CCC - Authorization to Enter Into Standard Telecourse Agreements**
- 9.00 Approval of Clinical Contracts**
  - 9.01 OCC - Clinical Contracts**
- 10.00 Approval of Standard Agreements**
  - 10.01 GWC - Standard Agreements**
  - 10.02 CCC - Standard Agreements**
  - 10.03 CCC - Standard Agreements**
- 11.00 Authorization for Purchase of Institutional Memberships**
  - 11.01 GWC - Institutional Memberships**
  - 11.02 CCC - Institutional Memberships**
- 12.00 Authorization for Off-Campus Assignments**
  - 12.01 CCC - Off-Campus Assignments**
- 13.00 Authorization for Community Activities**
  - 13.01 OCC - Community Activities**
- 14.00 Authorization for Sailing Program**
  - 14.01 OCC - Sailing Program**
- 15.00 Personnel Items**
  - 15.01 District**
    - a. Authorization for Contract Amendments Based upon Horizontal Salary Moves**
    - c. Authorization for Schedule Changes, Classified Staff**
    - d. Authorization for Changes in Salary Schedules**
    - e. Authorization for Professional Experts**
- 16.00 Authorization for Independent Contractors**
  - 16.01 GWC - Independent Contractors**
  - 16.02 OCC - Independent Contractors**

- 16.03 CCC - Independent Contractors
- 17.00 Authorization for Staff Development
  - 17.01 GWC - Staff Development
  - 17.02 DIS - Staff Development
- 18.00 Approval of Purchase Orders
  - 18.01 DIS - Purchase Orders
- 19.00 Ratification/Approval of Checks
  - 19.01 DIS - Ratification/Approval of Checks
- 20.00 General Obligation Bond Fund
  - 20.01 DIS - General Obligation Fund

**DISCUSSION CALENDAR**

- 21.00 Approval of Agreements
  - 21.01 DIS - Approve Amendment to Non-Standard Three Year Property and Casualty Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates
  - 21.02 DIS - Approve Agreement between Sino-US College of Nanjing Institute of Visual Arts and the Coast Community College District (CCCD) to Establish a 1 + 2 Program Partnership
  - 21.03 GWC - Approve Non Standard Agreement between GradImages and the Coast Community College District for Graduation Photography
  - 21.04 CCC - Approve Authorization to Enter into a PowerFAIDS Software License Agreement between College Board, a Non-Stock, Not-For-Profit Education Corporation and Coast Community College District (Coastline Community College)
  - 21.05 CCC - Approve an Amendment between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Cultural Anthropology: Our Diverse World
  - 21.06 CCC - Approve an Amendment between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Anthropology: The Four Fields
  - 21.07 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Physical Anthropology: The Evolving Human
  - 21.08 CCC - Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion

**and the Coast Community College District to Provide Educational Support Services to Service-members**

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

**22.00 General Items of Business**

**22.01 DIS - Independent Contractors Over \$50,000**

**22.02 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services**

**23.00 Approval of Minutes**

**23.01 DIS - Approval of Minutes**

**24.00 Close of Meeting**

**24.01 Adjournment**

and the County Community College District to provide educational services  
between the two institutions.

12.119 - Approve financial agreement between the County Community College District and the  
County Community College District to operate the County Community College  
Center North

12.120 - County Board of Education

12.121 - Board of Education and Community College District

12.122 - Approval of Memorandum of Understanding for the  
Standard Annual Agreement for District Services

12.123 - Approval of Minutes

12.124 - Approval of Minutes

12.125 - Close of Meeting

12.126 - Adjournment

**PRELIMINARY MATTERS**  
**(White Pages)**

**Wednesday, October 3, 2012  
Regular Meeting**

**1. Preliminary Matters**

---

**Subject**            **1.01 - 1.08 Preliminary Matters**  
**Meeting**            Oct 3, 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 - Student Trustee Cody Joe Torre**

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

**1.08 Public Comment (Open Session)**

## GENERAL INFORMATION AND REPORTS (White Pages)

## **2. Informative Reports**

---

**Subject** 2.01 - 2.08 Informative Reports  
**Meeting** Oct 3, 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  
Mr. Wes Bryan, Golden West College

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

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

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

Mr. Pedro Gutierrez, Coastline Community College  
Ms. Vesna Marcina, Orange Coast College  
Mr. Gregg Carr, Golden West College

### **2.05 Reports from the Presidents of Employee Representative Groups (Including Faculty Spotlight)**

Ms. Ann Nicholson, Coast Federation of Classified Employees (CFCE)  
Mr. John Dunham, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)  
Mr. Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)  
Ms. Christina Oja, Association of Confidential Employees (ACE)  
Mr. Thomas Selzer, 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

Legislative Affairs Committee, October 23, 2012 at 1:30 p.m., Board of Trustees' Conference Room  
Audit and Budget Committee, October 30, 2012 at 8:30 a.m., Board of Trustees' Conference Room  
Land Development Committee, November 8, 2012 at 9:00 a.m., Board of Trustees' Conference Room

## **2.08 Report on Pension Spiking**

Pension spiking is the process whereby public employees are granted raises or otherwise artificially inflate their compensation in the year(s) immediately preceding retirement solely for the purpose of raising their final compensation in order to receive larger pensions than they otherwise would be entitled to receive.

### Current District Safeguards Against Spiking

HR and Payroll code assignments to ensure appropriate retirement salary credit. For example, some District employees receive mileage stipends but these are coded in such a way that they are not reported as annual salary and therefore do not contribute to final compensation used to determine pension amounts.

STRS established a defined benefit supplement in 2001 to cover those paid assignments not part of annual salary such as overload and special assignments. The District codes faculty extra pay assignments based on those guidelines.

Salary "spiking" was banned by PERS in 1993 and while some extra pay assignments, such as out-of-class differentials, are reported as part of the annual salary credit, such things as overtime and vacation payouts are not. Our coding structure supports accurate reporting based on our PERS plan design.

Some of our recent extra pay assignments and final year promotions did create spiking concerns by both PERS and STRS resulting in desk audits by both agencies. District HR successfully demonstrated that the compensation was appropriate (and not "spiking") by providing bona fide occupational documentation and appropriate Board review/approval.

The Board of Trustees approves all promotions and pay increases. This is not the case in all Districts and has led to increased vulnerabilities to Spiking claims for such Districts.

### Potential Areas of Exposure

Executive contracts with "legal pension padding" built into them include such features as housing allowances and relocation stipends. Care should be taken to ensure these items be negotiated as reimbursable expenses rather than stipends to avoid any appearance of spiking.

### Recommendation

Draft a Board Policy addressing the prohibition of artificially increasing employee compensation at Coast District for the sole purpose of raising an employee's final compensation in order to receive a larger pension than the employee otherwise would be entitled to receive.

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

---

**Subject** 3.01 - 3.08 Matters for Review, Discussion and/or Action  
**Meeting** Oct 3, 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**

October 17, 2012 - Regular Meeting/Study Session  
November 7, 2012 - Regular Meeting  
November 21, 2012 - Regular Meeting  
December 12, 2012 - Regular/Organizational Meeting  
January 16, 2013 - Regular Meeting  
February 6, 2013 - Regular Meeting  
March 6, 2013 - Regular Meeting  
March 20, 2013 - Study Session  
April 3, 2013 - Regular Meeting  
April 17, 2013 - Service Awards Meeting  
May 1, 2013 - Regular Meeting  
May 15, 2013 - Regular Meeting  
June 19, 2013 - Regular Meeting/Budget Study Session  
July 17, 2013 - Regular Meeting  
August 7, 2013 - Study Session  
August 21, 2013 - Regular Meeting  
September 4, 2013 - Regular Meeting/Budget Study Session  
September 18, 2013 - Regular Meeting  
October 2, 2013 - Regular Meeting  
October 16, 2013 - Study Session  
November 6, 2013 - Regular Meeting  
November 20, 2013 - Regular Meeting  
December 11, 2013 - Regular Meeting

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

November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences  
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

#### **3.03 The Board Directives Log**

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

### **3.04 Buildings and Grounds Reports**

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

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval (Phase II: Building Construction): May 2011

Est. Construction Start: August 2010 (Phase I: Site Preparation)

Est. Completion: October 2012

Funding: Measure C General Obligation Bond

**Project Status:** This project has attained substantial completion and will be proudly showcased in a ribbon-cutting event on October 3rd. Following the ribbon cutting event the project team will be completing the final "punch list" items, certifying the project with the Division of State Architects, and working to reconcile and close contracts. Coastline College will immediately move the Art Center into the new facility and will begin transitioning programs from the current Costa Mesa center to their new home for the Spring 2013 semester.

#### **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:** Demolition is in process on this project. Not surprisingly, given a 60 year old building, several unforeseen conditions (e.g. additional asbestos containing material, termite damage, non-compliant structural conditions) have been identified during demolition. The project team, in conjunction with the DSA inspection team, is working to identify and determine appropriate resolution for these issues while keeping the project on schedule.

### **3.05 Opportunity for the Board of Trustees to Review Board Policy 2715 Code of Ethics for Members of the Board of Trustees**

At this time, Trustees shall have the opportunity to review a proposed revision to Board Policy 2715, Code of Ethics for Members of the Board of Trustees. Based on Trustee review and input, this policy will be returned for action at the November 7, 2012 Regular Meeting. (See Attachment #1)

### **3.06 Opportunity for the Board of Trustees to Review Revision of Board Policy 5040 Student Records, Directory Information and Privacy**

BP 5040 Student Records, Directory Information and Privacy was revised as follows:

- The title was changed to better reflect the content of the policy and to align with the title used by the Community College League of California Policy and Procedure Service.
- The relevant sections of the Education Code and Title 5 were updated to conform to current law and regulations.

- Provides for expanded release of directory information within the limits prescribed by the Education Code where required by federal or state law (i.e., Solomon Act). Allowing a blanket release of student's address and phone through the policy would not protect our students from stalkers and others situations, which do occur on a regular basis. Thus, the attached revision responds to the need for requests for directory information under the Solomon Act, for example, without placing our students at risk. Very few of our students indicate that they do not want their directory information released so it is our responsibility to protect them.

The revisions reflect the input from admissions and records staff, college Vice Presidents, Vice Chancellor of Educational Services and Technology and members of the Chancellor's Cabinet. The attached version is brought for first-reading at the October 3, 2012 Board meeting and it will be brought for approval at the next Board meeting. Changes are marked using the track changes feature in Word. (See Attachment #2)

### **3.07 Opportunity for the Board of Trustees to Review Revision of Board Policy 5404, Associated Student Government - Coastline Community College**

The revision is to reflect the change in name for the student association at Coastline Community College from Student Advisory Council to Associated Student Government. Given that there is no other change in the text of the policy and that the change in name is already in effect, staff recommends that the Board of Trustees approves this revision at the October 3, 2012 meeting. Changes are marked using the track changes feature in Word. (See Attachment #3)

### **3.08 Review of Instructional Material Fees**

A copy is available for viewing in the District Board Office.

#### **File Attachments**

[BP 5040 \(030-2-2\) Student Records Directory Information and Privacy edits 9-26-2012 .pdf \(56 KB\)](#)

[BP 5404 ASG - Coastline Community College edits 9-26-2012.pdf \(131 KB\)](#)

[October 3, 2012 Meeting.pdf \(75 KB\)](#)

[BP 2715 \(010-2-1\) Code of Ethics for the Board of Trustees 10-3-12.pdf \(86 KB\)](#)

**Consideration of Instructional Material Fees**

A copy is available for viewing in the Board Office.

**Golden West College**

**Effective Spring 2013**

**From**

**To**

**Deletions**

Cosmetology G021 – Cosmetology Level 1

\$1,579.00

\$0

Cosmetology G071 - Esthetics Level 1

\$1,017.00

\$0

Kinesiology G101 - First Aid/Cardio-Pulmonary Resuscitation

\$5.00

\$0

**Revisions (Increase):**

Art G150 – Printmaking 1

\$17.00

\$25.00



4.02.018 - Authorization for Administrative Approval	4. Level
4.02.019 - Request Meeting	4. Level
4.02.020 - Request Meeting	4. Level
4.02.021 - Request Meeting	4. Level
4.02.022 - Request Meeting	4. Level
4.02.023 - Request Meeting	4. Level
4.02.024 - Request Meeting	4. Level
4.02.025 - Request Meeting	4. Level
4.02.026 - Request Meeting	4. Level
4.02.027 - Request Meeting	4. Level
4.02.028 - Request Meeting	4. Level
4.02.029 - Request Meeting	4. Level
4.02.030 - Request Meeting	4. Level
4.02.031 - Request Meeting	4. Level
4.02.032 - Request Meeting	4. Level
4.02.033 - Request Meeting	4. Level
4.02.034 - Request Meeting	4. Level
4.02.035 - Request Meeting	4. Level
4.02.036 - Request Meeting	4. Level
4.02.037 - Request Meeting	4. Level
4.02.038 - Request Meeting	4. Level
4.02.039 - Request Meeting	4. Level
4.02.040 - Request Meeting	4. Level
4.02.041 - Request Meeting	4. Level
4.02.042 - Request Meeting	4. Level
4.02.043 - Request Meeting	4. Level
4.02.044 - Request Meeting	4. Level
4.02.045 - Request Meeting	4. Level
4.02.046 - Request Meeting	4. Level
4.02.047 - Request Meeting	4. Level
4.02.048 - Request Meeting	4. Level
4.02.049 - Request Meeting	4. Level
4.02.050 - Request Meeting	4. Level
4.02.051 - Request Meeting	4. Level
4.02.052 - Request Meeting	4. Level
4.02.053 - Request Meeting	4. Level
4.02.054 - Request Meeting	4. Level
4.02.055 - Request Meeting	4. Level
4.02.056 - Request Meeting	4. Level
4.02.057 - Request Meeting	4. Level
4.02.058 - Request Meeting	4. Level
4.02.059 - Request Meeting	4. Level
4.02.060 - Request Meeting	4. Level
4.02.061 - Request Meeting	4. Level
4.02.062 - Request Meeting	4. Level
4.02.063 - Request Meeting	4. Level
4.02.064 - Request Meeting	4. Level
4.02.065 - Request Meeting	4. Level
4.02.066 - Request Meeting	4. Level
4.02.067 - Request Meeting	4. Level
4.02.068 - Request Meeting	4. Level
4.02.069 - Request Meeting	4. Level
4.02.070 - Request Meeting	4. Level
4.02.071 - Request Meeting	4. Level
4.02.072 - Request Meeting	4. Level
4.02.073 - Request Meeting	4. Level
4.02.074 - Request Meeting	4. Level
4.02.075 - Request Meeting	4. Level
4.02.076 - Request Meeting	4. Level
4.02.077 - Request Meeting	4. Level
4.02.078 - Request Meeting	4. Level
4.02.079 - Request Meeting	4. Level
4.02.080 - Request Meeting	4. Level
4.02.081 - Request Meeting	4. Level
4.02.082 - Request Meeting	4. Level
4.02.083 - Request Meeting	4. Level
4.02.084 - Request Meeting	4. Level
4.02.085 - Request Meeting	4. Level
4.02.086 - Request Meeting	4. Level
4.02.087 - Request Meeting	4. Level
4.02.088 - Request Meeting	4. Level
4.02.089 - Request Meeting	4. Level
4.02.090 - Request Meeting	4. Level
4.02.091 - Request Meeting	4. Level
4.02.092 - Request Meeting	4. Level
4.02.093 - Request Meeting	4. Level
4.02.094 - Request Meeting	4. Level
4.02.095 - Request Meeting	4. Level
4.02.096 - Request Meeting	4. Level
4.02.097 - Request Meeting	4. Level
4.02.098 - Request Meeting	4. Level
4.02.099 - Request Meeting	4. Level
4.02.100 - Request Meeting	4. Level

## 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

---

<b>Subject</b>	<b>4.01 DIS - Authorization for Administratively Approved Travel</b>
Meeting	Oct 3, 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

**September 14-26, 2012**

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Faculty Association of California Community Colleges Executive Board Meeting, September 14 - 15, 2012, Oakland, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization. Submitted for administrative approval due to late submittal to the President's Office.  
Administrative Approval: 9/12/2012

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Diversity Conference at El Camino College, September 28, 2012, Torrance, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

Rozanne M Capoccia-White, Mgr, Contract Education Oper (CCC), to attend the CA Community Colleges Banner Users Group Conference 2012 (3CBG), 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 Voyager Conference Funds. Learn more about Banner and other products. Network with other Banner schools.  
Administrative Approval: 9/12/2012

Stephanie B Elizondo, Hourly Instructor (GWC), to attend the Southern California Regional Training for Puente, October 4-5, 2012, Industry, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Puente Project funds.  
Administrative Approval: 9/14/2012

Nancy A Fong, Hourly Instructor (GWC), to attend the Southern California Regional Training for Puente, October 4-5, 2012, Industry, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Puente Project funds.  
Administrative Approval: 9/14/2012

Dennis R Harkins, President (OCC), to attend the Strengthening Student Success, October 3 - 4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$375, to be paid from President's Ancillary Budget. Submitted for administrative approval due to late submittal by President's Office.  
Administrative Approval: 9/13/2012

Vesna Marcina, Instructor (OCC), to attend the Strengthening Student Success, October 3 - 5, 2012, Costa



Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$595, including a registration fee of \$425, to be paid from CFE Contracted Full-Time Conference General Funds. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

Fabienne McPhail Naples, Vice President (GWC), to attend the California Community Colleges Chief Instructional Officers (CCCIO) Fall Conference: "Plan for the Future", October 31 - November 2, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$315, to be paid from Office of Instruction Conference funds.  
Administrative Approval: 9/19/2012

Georgie H Monahan, Instructor (OCC), to attend the Strengthening Student Success, October 3 - 4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$395, including a registration fee of \$375, to be paid from CFE Contracted Full-Time Conference General Funds. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

Clyde H Phillips, Counselor (OCC), to attend the California State University Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$65, to be paid from EOPS/CARE Grant funds. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

Clyde H Phillips, Counselor (OCC), to attend the University of California Counselor Conferences, September 20, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$40, to be paid from EOPS/CARE Grant funds. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

Maria D Traver, Counselor (OCC), to attend the AB540 Conference - Reaching the Dream Together, September 28, 2012, Fullerton, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization. Submitted for administrative approval due to late submittal to President's Office.  
Administrative Approval: 9/12/2012

<b>Subject</b>	<b>4.02 DIS - Authorization for Attendance at Meetings and/or Conferences</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

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

Mary L Hornbuckle, Board Member (CCCD), to attend the Western Association of School and Colleges Workshop for President and Trustees: Institutions for the 21st Century, December 14, 2012, Burbank, CA, with reimbursement for actual expenses, including a registration fee of \$350, to be paid from District Conference Funds.

Jerry M Patterson, Board Member (CCCD), to attend the Western Association of School and Colleges Workshop for President and Trustees: Institutions for the 21st Century, December 14, 2012, Burbank, CA, with reimbursement for actual expenses, including a registration fee of \$350, to be paid from District Conference Funds.

Lorraine E Prinsky, Board Member (CCCD), to attend the Western Association of School and Colleges Workshop for President and Trustees: Institutions for the 21st Century, December 14, 2012, Burbank, CA, with reimbursement for actual expenses, including a registration fee of \$350, to be paid from District Conference Funds.

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

Dean L Abernathy, Instructor (OCC), to attend the The Association for Computer Aided Design in Architecture Annual International Conference, October 19 - 21, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,185, including a registration fee of \$635, to be paid from CFE Contracted Full-Time Conference Funds.

Loretta P Adrian, President (CCC), to attend the American Association of Community Colleges Dialogue on Veterans, October 29 - 31, 2012, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid by the College/Sponsoring Agency.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Faculty Association of California Community Colleges Membership Committee eMeeting, October 26, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Walter R Banoczi, Instructor (OCC), to attend the Annual Neurodiagnostic Society Meeting, July 30 - 5, 2012, St. Paul, MN, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$475, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds. The reason for this revision is to change the departure date of travel to July 30 (from August 1).

Stephen G Barnes, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8-10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds.



Alex Bayus, Hourly Employee (GWC), to attend the Non-Traditional Baseball Tournament, November 1-4, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Alex Bayus, Hourly Employee (GWC), to attend the Non-Traditional Baseball Tournament, October 25-28, 2012, Southern Nevada, NV, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Jamie M Blair, Instructor (OCC), to attend the American Mathematical Association of Two-Year Colleges Annual Conference, November 8 - 11, 2012, Jacksonville, FL, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$325, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Kimberly A Blair, Professional Expert (GWC), to attend the Jackrabbit User Conference, October 24-26, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$95, travel by Air Coach, to be paid from Trust fund.

Mary E Blasius, Hourly Instructor (OCC), to attend the World Congress of Herpetology, August 9 - 14, 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. The reason for this revision is to change the return date of travel to August 14 (from August 13).

Adrienne Burton, Student Fin Aid Supervisor (GWC), to attend the California Community Colleges Student Financial Aid Administrators Association Executive Board Transition Meeting, October 20-27, 2012, Lake Tahoe, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the 2012 Fall Plenary Session State Academic Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Professional Development.

Oceana Callum, Hourly Instructor (OCC), to attend the Pacific Ancient & Modern Language Association, October 18 - 22, 2012, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1091, including a registration fee of \$60, travel by Air Coach, to be paid from CFE Contracted Part-Time Conference Funds.

Gregg M Carr, Instr/Coord (GWC), to attend the Academic Senate for California Community Colleges Fall Plenary, November 8 and 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Travel.

Scott H Davis, Instructor (CCC), to attend the Servant Leadership, October 5, 2012, Huntington Beach, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Fred A Feldon, Instructor (CCC), to attend the American Mathematical Association of Two-Year Colleges 38th Annual Conference, November 6 - 11, 2012, Jacksonville, FL, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$325, travel by Air Coach, to be paid from Basic Skills Grant funds, PDI Conference and Workshop Funds, Personal Funds.

Don H Gaytan, Instructor (OCC), to attend the Puente Regional Training, October 4 - 5, 2012, City of Industry, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.



Pedro J Gutierrez, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from Academic Senate Funds.

Raine Hambly, Director-Career Services (OCC) to attend the Augusoft Lumens 9th Annual User Summit and the Learning Resources Network Annual Conference from November 13 - 19, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$3,500 including registration fees of \$545 and \$775 respectively, travel by Air Coach, to be paid from Grant Indirect Funds.

Dennis R Harkins, President (OCC), to attend the Biennial Contemporary Photography International Exhibition and Chinese University Visits, October 10 - 21, 2012, Jinan & Shandong Provinces, China without loss of salary, with reimbursement for allowable expenses of \$6,300, including travel by Air Coach, rental car and insurance, to be paid from President's Ancillary Budget.

Dennis R Harkins, President (OCC), to attend the Community College League of California Annual Convention, November 15 - 17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$865, including a registration fee of \$550, to be paid from President's Ancillary Budget.

Dennis R Harkins, President (OCC), to attend the Association of California Community College Administrators Annual Conference, February 19 - 22, 2013, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,445, including a registration fee of \$445, travel by Air Coach, to be paid from President's Ancillary Budget.

Ann B Holliday, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds.

Joseph W Jameson, Professional Expert (GWC), to attend the Non-Traditional Baseball Tournament, November 1-4, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Joseph W Jameson, Professional Expert (GWC), to attend the Non-Traditional Baseball Tournament, October 25-28, 2012, Southern Nevada, NV, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Daniel J Johnson, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds.

Daniel R Johnson, Athletic Facilitator (GWC), to attend the Jackrabbit User Conference, October 24-26, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$95, travel by Air Coach, to be paid from Trust fund.

Andrew C Jones, Chancellor (CCCD), to attend the Western Association of Schools and Colleges Workshop for Presidents and Trustees: Institutions for the 21st Century, December 14, 2012, Burbank, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$350, to be paid from Chancellor's office conference funds.

Andrew C Jones, Chancellor (CCCD), to attend the American Association of Community College Fall Meeting/AACC Commission on Global Education, November 27-29, 2012, Washington, DC, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's



office conference funds.

Danny C Jones, Executive Dean, O/L & Info Tec (CCC), to attend the National Association for Community College Entrepreneurship 2012, October 7 - 10, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2,150, including a registration fee of \$695, travel by Air Coach, to be paid from Marketing Travel Conference Expense.

William F Kerwin, Int Dean Mil, Corp, & Comm Prg (CCC), to attend the National Association of Institutions for Military Education Services Annual Meeting, November 6 - 12, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,200, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds. Extending with personal travel.

Lisa S Lee, Instructor (CCC), to attend the American Mathematical Association of Two-Year Colleges 38th Annual Conference, November 7-11, 2012, Jacksonville, FL, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$325, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Personal funds.

Joshua T Levenshus, Instructor-Speech (CCC), to attend the Servant Leadership, October 5, 2012, Huntington Beach, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Rachelle S Lopez, Staff Aide (CCC), to attend the Association of International Educators Region XII Conference, October 23 - 26, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$270, travel by Air Coach, to be paid from General Funds.

Peter S Maharaj, Mgr, Contract Ed Prg & Service (CCC), to attend the Georgia Advisory Council on Military Education, November 7 - 10, 2012, Ft. Stewart, GA, without loss of salary, with reimbursement for allowable expenses of \$1,750, including a registration fee of \$150, travel by Air Coach, rental car and insurance, to be paid from Contract Ed Ancillary Funds.

Fabienne McPhail Naples, Vice President (GWC), to attend the Student Affairs Administrators in Higher Education (NASPA) Western Regional Conference, November 6-12, 2012, Waikoloa, HI, without loss of salary, with reimbursement for allowable expenses of \$615, including a registration fee of \$295, to be paid from CDMA Professional and Staff Development Funds.

Christopher D Mefford, Hourly Instructor (CCC), to attend the Site Visit to Times Media LLC., November 10-17, 2012, Seoul, South Korea without loss of salary, with reimbursement for allowable expenses of \$4,000, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline EBUS Site Visits, November 25 - December 7, 2012, Guangzhou and Qingdao, China without loss of salary, with reimbursement for allowable expenses of \$5,000, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Brian K Mims, Hourly Counselor (CCC), to attend the 43rd Annual California Community Colleges Extended Opportunity Programs & Services Conference, October 10-12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$877, including a registration fee of \$350, travel by Air Coach, to be paid from Extended Opportunity Programs and Services fund.

Michael T Monday, Hourly Instructor (GWC), to attend the Non-Traditional Baseball Tournament, November 1-4, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.



Michael T Monday, Hourly Instructor (GWC), to attend the Non-Traditional Baseball Tournament, October 25-28, 2012, Southern Nevada, NV, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Bradley A Moore, Informatn Sys Tch II (GWC), to attend the CHEST 2012 Conference, October 21-25, 2012, Atlanta, GA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Michael G Morvice, Staff Asst Sr (OCC), to attend the California Community College Student Affairs Association 2012 Student Leadership Conference, October 19 - 21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$295, to be paid from ASOCC Ancillary Funds.

Deborah G Orrill, Hourly Instructor (GWC), to attend the So Cal Waste Management Forum Annual Conference and Exhibit, November 6-7, 2012, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$350, to be paid from CBJT Grant.

Clyde H Phillips, Counselor (OCC), to attend the Annual California Community Colleges Extended Opportunities Programs and Services Conference, October 8, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$350, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Glen A Profeta, Dir Web Services (OCC), to attend the SharePoint Conference 2012, November 11 - 15, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$3,300, including a registration fee of \$1,895, travel by Air Coach, to be paid from Management Professional Development Conference General Funds, IT Conference General Funds.

Martha Ramm Engle, Instructor (GWC), to attend the Academic Senate for California Community Colleges Fall Plenary, November 8-10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Travel.

Andrew Ramos, Hourly Employee (GWC), to attend the Non-Traditional Baseball Tournament, November 1-4, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Andrew Ramos, Hourly Employee (GWC), to attend the Non-Traditional Baseball Tournament, October 25-28, 2012, Southern Nevada, NV, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Claudia L Saddul, Dean (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 \$450, including a registration fee of \$395, to be paid from Perkins VTEA Grant Funds.

Jingfang Satow, Hourly Instructor (CCC), to attend the International Student Programs - Visits to Chinese Universities, October 12 - 20, 2012, Beijing & Shanghai, China without loss of salary, with reimbursement for allowable expenses of \$5,900, including travel by Air Coach, to be paid from International Students. To establish contacts with Chinese high schools and universities to assist Coast Colleges in expanding international student programs in China.

Teresa A Scarbrough, Office Coordinator (OCC), to attend the Phi Theta kappa Nevada/California Regional Fall Leadership Conference, October 12 - 14, 2012, San Diego, CA, without loss of salary, with

reimbursement for allowable expenses of \$600, including a registration fee of \$110, to be paid from ASOCC Ancillary Funds.

Andreea M Serban, Vice Chancellor (CCCD), to attend the International Student Programs - Visits to Chinese Universities, October 12-20, 2012, Beijing & Shanghai, China without loss of salary, with reimbursement for allowable expenses of \$5900, including travel by Air Coach, to be paid from International Students. To establish contacts with Chinese high schools and universities to assist Coast Colleges in expanding international student programs in China.

Matthew C Simpson, Hourly Instructor (GWC), to attend the Cross Country Team State Championships, November 16-18, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, rental car and insurance, to be paid from Playoffs Trust Funds.

Cheryl C Stewart, Librarian (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds, Academic Senate Full-Time Faculty Funds.

Chau D Tran, Hourly Instructor (CCC), to attend the California Mathematics Council Community Colleges Fall Conference, October 6, 2012, Sylmar, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$50, to be paid from PDI Conference and Workshop Funds.

Don E Turnbull, Hourly Instructor (GWC), to attend the Cross Country Team State Championships, November 16-18, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, rental car and insurance, to be paid from Playoffs Trust funds.

Yvonne Valenzuela, Counselor (GWC), to attend the Academic Senate for California Community Colleges Fall Plenary, November 8-10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Travel.

Roberto Villarreal, Instructor (GWC), to attend the Non-Traditional Baseball Tournament, October 25-28, 2012, Southern Nevada, NV, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Roberto Villarreal, Instructor (GWC), to attend the Non-Traditional Baseball Tournament, November 1-4, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust fund.

Michael R Warner, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from PDI Conference and Workshop Funds.



## **5. Authorization for Student Trips**

---

<b>Subject</b>	<b>5.01 GWC - Student Trips</b>
Meeting	Oct 3, 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.

### **Non-Traditional Season Baseball Tournament Overnight Trips**

#### **Locations & Dates:**

October 25-28, 2012 @ Southern Nevada

November 1-4, 2012 @ College of the Sequoias

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$4,000 for lodging, travel and meals from trust funds.

#### **MOLAA Museum Trip**

Location: Long Beach, CA

Date(s): November 9, 2012

Department: Student Activities

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

#### **Statewide Student Senate Community College General Assembly**

Location: Rancho Mirage, California

Date(s): November 2-4, 2012

Department: Student Activities

Cost/purpose/funding source: \$1,500 for registration, lodging, food, and District transportation from Associates Student funds.



**Subject** 5.02 OCC - Student Trips  
**Meeting** Oct 3, 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.

**Palm Desert Choreography Festival**

**Location:** Palm Desert, CA

**Date:** November 10-11, 2012

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

**Cost/Purpose/Funding source:** Total Amount \$1,500 for registration fees, lighting, transportation, lodging, food and miscellaneous expenses. To perform adjudicated choreography for a choreography festival in Palm Desert. Twelve OCC students will be performing in the dance. To be paid from Ancillary and ASOCC funds.

**Transportation:** Personal Vehicles

**American College Dance Festival**

**Location:** El Camino College, Torrance, CA

**Date:** April 11-14, 2013

**Cost/Purpose/funding source:** Total Amount \$4,000 for registration, transportation, food, lodging and miscellaneous costs. To participate in dance classes and dance concerts, attend lectures and concerts and to audition and meet faculty members from colleges and universities in the region. To be paid from Ancillary and ASOCC funds

**Transportation:** Personal Vehicles

**OCC Baseball – Fall 2012 Contests**

**Location:** See below

**Date:** Fall 2012 semester (various dates – below)

October 10 versus Angels at Mt. San Antonio College  
October 16 versus Vanguard at Vanguard University  
October 18 versus Concordia at OCC  
October 23 versus Biola at Biola University  
October 24 versus Angels at Anaheim Stadium  
October 30 versus Concordia at Concordia University  
November 7 versus Brewers at Compton College  
November 10 versus Royals Scout Team at OCC

**Department:** OCC Kinesiology & Athletics

**Cost/Purpose/Funding Source:** No cost to the college. These contests make up the non-traditional baseball season and they are part of the ATHL A119 #24524 baseball team course that is offered in the fall 2012 semester.

**Transportation:** District transportation and/or students will provide their own transportation.

**Subject** 5.03 CCC - Student Trips  
**Meeting** Oct 3, 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.

**Conference/Activity:** Orange County Water District  
**Location:** Fountain Valley, CA  
**Date:** November 1, 2012  
**Department:** Microbiology  
**Transportation:** Personal Vehicles

**Conference/Activity:** Westminster Branch Library  
**Location:** Westminster, CA  
**Date:** October 8, 2012  
**Department:** English  
**Transportation:** Walking

## 6. Authorization for Special Projects

---

<b>Subject</b>	<b>6.01 DIS Special Projects</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

**Special Project:** Refreshments for a one-day facilitated workshop using a futures-thinking framework and design-thinking activities to improve operational efficiencies and develop actionable plans.

**Date:** To be determined in coordination with facilitator Andrea Saveri, between October 4 - December 31, 2012

**Location:** District facility

**Department:** Chancellor's Office

**Purpose:** District/College Planning, 2012/2013

**Cost/Purpose/Funding Source:** \$350 for food and supplies from District funds (General Institutional funds)



**Subject** 6.02 GWC - Special Projects  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 6. Authorization for Special Projects  
**Access** Public  
**Type** Consent

**Health Center & Red Cross Blood Drive Partnership 2012-2013**

**Date(s):** October 4, 2012 – May 24, 2013

**Department:** Health Center

**Purpose:** Partnership with Red Cross for blood donations throughout the Fall and Spring semesters

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

**Fall Floral Fundraiser**

**Date(s):** November 1-21, 2012

**Department:** Floral Design

**Purpose:** Fundraiser is for the Student AIFD Floral Design Department and will be used for student competitor scholarships for the AIFD Symposium 2013.

**Cost/purpose/funding source:** \$500 for supplies and materials from Floral Trust Account funds.

**Baseball “Beach Clean-Up” Fundraiser**

**Date(s):** Fall 2012 (list of dates and participants will be on file with the Athletic Department)

**Department:** Health Ed/Kinesiology/Athletics

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

**Cost/purpose/funding source:** \$100 for food for BBQ following event from Baseball ASB funds.

**National Association of Mental Illness Peer to Peer Classes**

**Date(s):** October 8 – December 10, 2012

**Department:** Student Health Services

**Purpose:** Host weekly classes to help students stay healthy so they can learn better and stay in school. Part of the Mental Health Grant commitment.

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

**Nursing Students Disaster Drill**

**Date(s):** November 1, 2012

**Department:** Student Health Services and Nursing

**Purpose:** Drill to train GWC nursing students in disaster and emergency preparation and services.

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

**Health Fair**

**Date(s):** October 17, 2012

**Department:** Student Health Services

**Purpose:** Activity to increase students' awareness of their health needs and the resources available to them. Part of the Mental Health Grant commitment.

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

**English Bridge from High School to College**

**Date(s):** October 12, 2012

**Department:** English

**Purpose:** High school students will be coming onto GWC campus to attend English classes to better understand what is expected of students enrolled in college level English classes.

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

#### **New Graduate RN Transition Programs**

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

**Department:** Health Professions/RHORC/HWI

**Purpose:** Coordinate and sponsor new grad programs at Golden West College, Saddleback College, Victor Valley College, Santa Monica College, LA Harbor College, Rio Hondo College, LA Community College District (additional \$ in grant for LA County).

**Cost/purpose/funding source:** \$60,000 for program costs and materials from RHORC Trust funds or EWD Grant Funds.

#### **EOPS/CARE Opportunity Drawing**

**Date(s):** October 4 – November 14, 2012

**Department:** EOPS/CARE

**Purpose:** EOPS Scholarship Fundraiser/CARE Adopt-a-Family Fundraiser

**Cost/purpose/funding source:** \$300 to purchase a Kindle from CARE scholarship fund.

#### **ASGWC Homecoming/ Rock the Vote Election Event**

**Date(s):** September 25, 2012

**Department:** Student Activities

**Purpose:** ASGWC will collaborate with the Orange County Registrar of Voters and Association of American University Women to encourage students to register to vote while providing entertainment and promoting GWC's Homecoming elections and Homecoming Game.

**Cost/purpose/funding source:** \$550 for food and supplies from ASGWC funds.

(Revision is to increase the total cost from \$300 and include entertainment. Previous Board action: 8/15/12.)

#### **Art Gallery Show "Photo & Ceramic Show"**

**Date(s):** October 11 – November 1, 2012

**Department:** Art

**Purpose:** Educate our students and community on various art forms

**Cost/purpose/funding source:** \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation Funds.

(Revision is to change the title of the show. Previous Board action: 7/18/12.)

#### **Fundraiser for GWC Community Gallery**

**Date(s):** November 15 – December 13, 2012

**Department:** Art

**Purpose:** Raise revenue for the Art Gallery.

**Cost/purpose/funding source:** \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation Funds.

(Revision is to change the title and purpose of the event. Previous Board action: 7/18/12.)

#### **Theater Production "You've Got Hate Mail"**

**Date(s):** November 9-18, 2012

**Department:** Theater

**Purpose:** GWC Theater production

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



12).

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

### **ASGWC and Club Events 2012-2013**

**Date(s):** July 19, 2012 – June 30, 2013

**Department:** Student Activities

**Purpose:** Officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to unpaid musicians, unpaid speakers, food, awards, gift cards, raffle prizes, rental equipment, fundraisers, drives, giveaways, community service, and demonstrations throughout the Fall 2012 and Spring 2013 semesters. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

**Cost/purpose/funding source:** \$15,000 for various expenses from Club account funds.

(Revision is to correct the list of expenses. Previous Board action: 8/20/12.)

### **Intercultural Program Events 2012/2013**

**Date(s):** July 19, 2012 – June 30, 2013

**Department:** Student Activities/Intercultural Program

**Purpose:** Golden West College Intercultural Program to sponsor a variety of activities and events, including but not limited to community service, entertainment, unpaid musicians, unpaid speakers, field trips, fundraisers, drives, donations, giveaways, equipment rentals, software, audio/visual fees, awards, gift cards, food and demonstrations throughout the Fall 2012 and Spring 2013 semesters. All activities and events will be individually submitted to the President's Office for approval. An advisor or designated staff will be present at all times.

**Cost/purpose/funding source:** \$7,306 for various expenses from Intercultural Program account funds.

(Revision is to correct the list of expenses. Previous Board action: 7/18/12.)

### **Golden West College Club Events 2012 - 2013**

**Date(s):** September 6, 2012 – June 30, 2013

**Department:** Student Activities

**Purpose:** Officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to unpaid musicians, unpaid speakers, food, awards, gift cards, raffle prizes, rental equipment, fundraisers, drives, giveaways, community service, and demonstrations throughout the Fall 2012 and Spring 2013 semesters. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff will be present at all times.

**Cost/purpose/funding source:** \$15,000 for various expenses from Club account funds.

(Revision is to correct the list of expenses. Previous Board action: 8/20/12.)

**Subject** 6.03 OCC - Special Projects  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 6. Authorization for Special Projects  
**Access** Public  
**Type** Consent

**Canon Explorers of Light Lecture Series with Douglas Kirkland**

**Date:** October 12, 2012  
**Department:** Visual and Performing Arts/Photography  
**Purpose:** Student and Community Outreach  
**Cost/Purpose/Funding Source:** No cost to the college

**Semper Grati 2012**

**Date:** November 8, 2012  
**Department:** Veterans Services  
**Purpose:** To promote available veterans' service on campus  
**Cost/Purpose/Funding Source:** The costs to total \$2,500 for food and other related expenses. To be paid out of ancillary funds, sponsorships and foundation funds

**Mana-Math-a-Thon**

**Dates:** November 10, 2012  
**Department:** Math and Sciences  
**Purpose:** To co-sponsor with MANA de Orange County and event designed to help Latinas in Orange County with their mathematics.  
**Cost/Purpose/Funding Source:** No cost to the campus

**Various Activities and Events**

**Dates:** October 2012 through June 2013  
**Department:** Veterans Services  
**Purpose:** Variety of activities and events, including but not limited to, entertainment, community service, musical performances, comedic performances, speakers, bake sales, fundraisers, drives and demonstrations.  
**Cost/Purpose/Funding Source:** To an amount of \$2,500 per event/ Materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, promotional items, printed items, gift cards, miscellaneous expenses to be paid from ASOCC funds, Ancillary Funds, Sponsorships and Foundation funds.

**Various Activities and Events**

**Dates:** October 2012 through June 2013  
**Department:** OCC Vietnamese Student Association  
**Purpose:** Variety of on and off campus activities and events  
**Cost/Purpose/Funding Source:** To an amount of \$900 per event/ Materials, supplies, rentals, catering, refreshments, entertainment, speakers, flowers, awards, promotional items, printed items, gift cards, miscellaneous expenses to be paid from ASOCC funds, Ancillary Funds, Sponsorships and Foundation funds.



**Subject** 6.04 CCC - Special Projects  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 6. Authorization for Special Projects  
**Access** Public  
**Type** Consent

**7<sup>th</sup> Annual Walk for Brain Injury Awareness**

**Date:** Saturday, March 23, 2013; 8:00 – 11:00 a.m.

**Location:** Huntington Central Park, Huntington Beach

**Department:** Special Programs and Services for the Disabled, Acquired Brain Injury (ABI) Program

**Purpose:** Raise money for the Special Programs Foundation.

**Cost/purpose:** \$8,000/Materials and Refreshments

**Funding source:** Special Programs Foundation funds

**Council on Military Education in South Carolina Conference**

**Date:** November 7-9, 2012

**Location:** Fort Jackson, South Carolina

**Department:** Military/ Contract Education

**Purpose:** To enhance the military programs being offered in the South Carolina area.

**Sponsorship amount:** \$75

**Funding Source:** Contract Education ancillary

**ID Open House and Potluck Dinner**

**Date:** October 18, 2012, 6:00 — 8:00 p.m.

**Location:** Costa Mesa Center

**Department:** Special Programs and Services for the Disabled

**Purpose:** Promote the spirit of community between the ID students, their families, faculty and staff.

**Cost/purpose:** \$750/Materials and Refreshments

**Funding source:** Special Programs Foundation

**Halloween Dance**

**Date:** October 26, 2012

**Location:** Coastline College Costa Mesa Center Dance Room

**Department:** Early College High School

**Purpose:** First school-sponsored dance of the school year.

**Cost/purpose/funding source:** ECHS Associated Student Government funds

**Toy Drive**

**Date:** Monday, October 3, 2012 - Friday, November 31, 2012; 8:30 – 5:00 p.m.

**Location:** College Center – 4th Floor in the EOPS Office

**Department:** EOPS

**Purpose:** Toys and Gifts donated by employees, staff and faculty for The Adopt a Family Event on December 11, 2012.

**Cost/purpose/funding source:** None

**Coastline Reception for High School Counselors and Community Agencies Contacts**

**Date:** November 2, 2012, 8:00 – 9:30 a.m.

**Location:** Garden Grove Center, Room 122

**Department:** Career Center and Counseling



**Purpose:** To inform high school counselors and community agency contacts about Coastline opportunities and programs available for their students and program constituents.

**Cost/purpose/funding source:** NTE \$1,000 to provide light breakfast to approximately 100 participants. Expenses will be paid from Perkins IB Leadership grant funds and Title III grant funds.

**California Placement Association**

**Date:** October 19, 2012

**Location:** Garden Grove Campus

**Department:** Orange County One-Stop Center

**Purpose:** Coastline Community College in collaboration with the Orange County One-Stop Center and the California Placement Association (CPA), will be hosting the annual professional workshop and career workforce conference throughout California.

**Cost/purpose/funding source:** None

## **7. Authorization for Funded Programs**

---

<b>Subject</b>	<b>7.01 DIS - Authorization for Funded Programs</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	7. Authorization for Funded Programs
Access	Public
Type	Consent

**It is recommended that authorization be given to participate in the following funded programs and/or projects, 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.**

Golden West College has received a grant titled "Community College CTE Field Integration." The Chancellor's Office, California Community Colleges, selected a statewide Director for Systems Alignment to better integrate with the processes of field, support the colleges in planning Career Technical Education (CTE) regional capacity, facilitate integration between college-level and regional and statewide data collection and reporting processes, and to support scaling of effective CTE practices. This grant will pay Project Director's salary, fringe benefits and travel expenses.

**Fiscal Impact:** Golden West College will receive \$99,815 from August 1, 2012, through January 31, 2013. No matching funds are required.

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

<b>Subject</b>	<b>8.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	8. 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.

### **CHILD DEVELOPMENT: STEPPING STONES**

Carroll Community College (MD)

Term of Agreement: August 27, 2012 – December 14, 2012

### **STANDARD MASTER COURSE LICENSE AGREEMENT**

University of Denver (CO)

Term of Agreement: October 4, 2012 – October 3, 2017

**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 \(193 KB\)](#)

## 9. Approval of Clinical Contracts

---

**Subject** 9.01 OCC - Clinical Contracts  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 9. Approval of Clinical Contracts  
**Access** Public  
**Type** Consent

### Approval of Clinical Agreements

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.)

### ORANGE COAST COLLEGE

#### **RENEWAL**

Long Beach Unified School District  
Agreement

Standard Educational Entity Clinical Affiliation

Long Beach, CA

Term: October 4, 2012 to June 30, 2017

Compensation: None

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



## **10. Approval of Standard Agreements**

---

**Subject** 10.01 GWC - Standard Agreements  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 10. Approval of Standard Agreements  
**Access** Public  
**Type** Consent

### **Approve Standard Agreement with Various Agencies (listed below) for Contract Education - Specialized Investigator Basic Course (SIBC)**

After review by the College President, it is recommended by the Chancellor that the Board approve the standard agreement between the agencies listed below and the Coast Community College District for Contract Education – Specialized Investigator Basic Course (SIBC), from October 4, 2012 through February 25, 2013. The Board President, or designee, is authorized to sign the agreements and any related documents, indicating approval by the Board of Trustees.

California Department of Social Services, Community Care Licensing  
California Employment Development Department  
California Department of Consumer Affairs  
County of San Francisco, Human Services Agency  
Medical Board of California  
California Department of Public Health, Food and Drug Branch  
California Contractors Licensing Board

**Fiscal Impact:** \$5,968 per participant, paid to GWC Contract Education funds.

**Subject** 10.02 CCC – Standard Agreements (Scope of Work)

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 10. Approval of Standard Agreements

**Access** Public

**Type** Consent

**Approve District Standard Scope of Work #2012-85 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-85 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a Structural Steel Layout and Fabrication workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

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

**Approve District Standard Scope of Work #2012-86 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-86 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a Company Rep – Impact Team workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$51,000 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

**Approve District Standard Scope of Work #2012-87 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.**

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-87 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a Bolt Torquing workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$12,750 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.



**Subject** 10.03 OCC - Standard Agreements  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 10. Approval of Standard Agreements  
**Access** Public  
**Type** Consent

**Approve (Standard Agreement) Student Internship Agreement between Kaveh Pirasteh and the Coast Community College District for the Purpose of Providing Unpaid/Non-Sponsored Assistance in the OCC Chemistry Stockroom.**

**Background:** For most of its history, OCC Chemistry stockroom has had two full-time classified employees to provide support to the six laboratory classrooms hosting more than 50 lab sessions per week. Because of budget constraints, there is now one full-time classified employee and about 20 hours of part-time support per week.

**Goal/Purpose:** Provide an unpaid internship in the OCC Chemistry stockroom to support laboratory classes and the stockroom.

**Comments:** None

**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 Kaveh Pirasteh and the Coast Community College District for the purpose of providing a Chemistry Stockroom Non-sponsored Unpaid Internship. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** None

**Approve (Standard Agreement) Student Internship Agreement between Osman Cruz and the Coast Community College District for the Purpose of Providing Unpaid/Non-sponsored Assistance in the OCC Chemistry Stockroom.**

**Background:** For most of its history, OCC Chemistry stockroom has had two full-time classified employees to provide support to the six laboratory classrooms hosting more than 50 lab sessions per week. Because of budget constraints, there is now one full-time classified employee and about 20 hours of part-time support per week.

**Goal/Purpose:** Provide an unpaid internship in the OCC Chemistry stockroom to support laboratory classes and the stockroom.

**Comments:** None

**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 Osman Cruz and the Coast Community College District for the purpose of providing a Chemistry Stockroom Non-sponsored Unpaid Internship. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** None

**Approve (Standard Agreement) Student Internship Agreement between Sam Ghafari-Saravi and the Coast Community College District for the Purpose of Providing Unpaid/Non-Sponsored Assistance in the OCC Chemistry Stockroom.**

**Background:** For most of its history, OCC Chemistry stockroom has had two full-time classified employees to provide support to the six laboratory classrooms hosting more than 50 lab sessions per week. Because of budget constraints, there is now one full-time classified employee and about 20 hours of part-time support per week.

**Goal/Purpose:** Provide an unpaid internship in the OCC Chemistry stockroom to support laboratory classes and the stockroom.

**Comments:** None

**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 **Sam Ghafari-Saravi** and the Coast Community College District for the purpose of providing a Chemistry Stockroom Non-sponsored Unpaid Internship. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** None



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

<b>Subject</b>	<b>11.01 GWC - Institutional Memberships</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

### **RENEWAL**

**Name and Acronym:** National League for Nursing (NLN)

**Term of Membership:** January 1 – December 31, 2013

**Cost:** \$2,000

**Purpose:** Mandatory annual membership dues for Accrediting Programs. Allows continued Nursing education and leadership opportunities for Nursing programs and Nursing faculty.

**Name and Acronym:** National League for Nursing Accrediting Commission, Inc. (NLNAC)

**Term of Membership:** January 1 – December 31, 2013

**Cost:** \$2,400

**Purpose:** Mandatory annual Accreditation fees for Accredited Associate Degree Nursing Programs. Supplies Nursing programs continued quality nursing education, as well as access to follow-up reports, annual program reports, updates on preparation for Accreditation visits, and other monitoring activities.

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

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

**Cost:** \$300

**Purpose:** Allows administrator to stay up-to-date on student, enrollment, and transfer services. Update on accreditation sanctions, Student Success Act and CCCCCIO policies and procedures.

**Name and Acronym:** California Community College Student Affairs Association (CCCSAA)

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

**Cost:** \$75

**Purpose:** Benefits the Associated Students with discounted conference registration for students and advisors, and opportunities for the student leaders to receive scholarships available only to Association members.

**Name and Acronym:** California Organization of Associate Degree Nursing Programs – South (COADN)

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

**Cost:** \$100

**Purpose:** Allows access to networking statewide with other ADN Programs Nursing Directors. They can meet to share program updates, clinical issues, student success, resource materials, and ongoing Program strategies to improve admission and retention and NCLEX rates.

**Name and Acronym:** Orange County/Long Beach Consortium (OC/LB Consortium)

**Term of Membership:** January 1 – December 31, 2013

**Cost:** \$150

**Purpose:** Allows access to networking with other Orange County/Long Beach ADN Program Directors, Assistant Directors and Program Facilitators, as well participating hospitals. Collaboration from all participants to update all measures of research materials, grant funding, student success, and clinical placements for the academic year.

**Subject**            **11.02 CCC – Institutional Memberships**

**Meeting**            Oct 3, 2012 - Regular Meeting

**Category**            11. Authorization for Purchase of Institutional Memberships

**Access**              Public

**Type**                 Consent

**RENEWAL**

**Name and Acronym:** Western Academy Support and Training Center  
**Term of Membership:** October 3, 2012 — October 2, 2013  
**Cost:** \$500  
**Purpose:** To establish an affiliation between the Academy Support Center and Coastline Community College Cisco Academy to provide operational support and access for courses according to the Cisco Academy usage guidelines.

**Name and Acronym:** California Placement Association  
**Term of Membership:** July 1, 2012 – June 30, 2013  
**Cost:** \$100  
**Purpose:** Allows networking with professionals in recruiting and job placement/career services from community colleges, government agencies, and employers.

**Name and Acronym:** Westminster Chamber of Commerce  
**Term of Membership:** August 23, 2012 – August 23, 2013  
**Cost:** \$130  
**Purpose:** Provide access to Chamber businesses to market and network programs offered through Coastline Community College/Orange County One-Stop Center.



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

**Subject** 12.01 CCC - Off-Campus Assignments  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 12. 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:** Ramon, Diana

**Title:** Bookstore Operations Assistant

**Organization:** California Board of Governors Consultation Council/California Community Colleges  
Chancellor's Office

**Assignment:** Administrative Secretary

**Term:** July 1, 2012 – July 30, 2013

## **13. Authorization for Community Activities**

---

<b>Subject</b>	<b>13.01 OCC - Community Activities</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	13. 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 October 4, 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 EXPERTS**

CPR FOR HEALTHCARE PROVIDERS, Fee: \$50, plus \$5 materials fee, 5 hours. Presenter: Brian Beichner. 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)

HEARTY WINTER FARE, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

LET'S MAKE SOME SAUSAGE!, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

THE MIGHTY MUSHROOM, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

PASTA, GNOCCHI AND OODLES OF NOODLES, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

PIZZA (WITH ALL THE TOPPINGS) AND SALAD, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

RECEPTION FOODS AND TASTY APPETIZERS, Fee: \$99, plus \$18 materials fee, 3 hours. Presenter: Bill Barber. 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)

VERY VEGAN: SAUSAGE?, Fee: \$25, plus \$5 materials fee, 2 hours. Presenter: Bill Barber. 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 CONTRACTORS**

IC Name: Gina Fricchione

Services: Presenter for the HOW TO GET JOBS IN TV AND FILM class, Fee: \$250, 12 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: October 4 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Michael Pash

Services: Presenter for the ADVANCED RETIREMENT STRATEGIES class, Fee: \$59, 6 hours. (F)

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

Terms of Agreement: October 4 – June 30, 2013

Source of Funding: Community Education registration fees.



## **14. Authorization for Sailing Program**

---

<b>Subject</b>	<b>14.01 OCC - Sailing Program</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	14. 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 October 4, 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**

Professional Expert: Jack Duane Arnold, Jr.

Professional Services:

1. To perform specialized marine maintenance, pain preparation, carpentry and welding repair on sailing center boats and docks, as well as miscellaneous donations to the program, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$50.00/hr

Funding Source: To be paid an amount not to exceed \$20,000 from Sailing Center or Foundation Funds.

Schedule: To be determined based on program needs.

#### **INDEPENDENT CONTRACTORS**

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

**IC Name:** Marine Fire Protection

**Services:** To provide fire extinguisher and fire system service and maintenance to OCC Sailing's facility and 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:** Oct 4, 2012 - June 30, 2013

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

**IC Name:** Maurer Marine Inc.

**Services:** To provide repair and maintenance to OCC sailing vessels and Foundation donations.

**Payment Schedule/Compensation:** Total contract amount \$4,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** Oct 4, 2012 - June 30, 2013

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

**IC Name:** Sea-Tex Yachting Inc.

**Services:** To provide inspection, repair and maintenance of mast and rigging on OCC Sailing Vessels.

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

**Term of Agreement:** Oct 4, 2012 - June 30, 2013

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

OVER \$10,000

**IC Name:** Al Larson Boat Shop

**Services:** For haul out and launching of Sailing Center boats and donations for repair, maintenance and surveys

**Payment Schedule/Compensation:** Total contract amount \$25,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** Oct 4, 2012 - June 30, 2013

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

**IC Name:** Driscoll, Inc.

**Services:** For haul out and launching of Sailing Center boats and donations for repair, maintenance and surveys

**Payment Schedule/Compensation:** Total contract amount \$25,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** Oct 4, 2012 - June 30, 2013

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

**IC Name:** Marine Group Boat Works San Diego

**Services:** For haul out and launching of Sailing Center boats and donations for repair, maintenance and surveys

**Payment Schedule/Compensation:** Total contract amount \$25,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** Oct 4, 2012 - June 30, 2013

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

## 15. Personnel Items

---

**Subject** 15.01 District  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 15. Personnel Items  
**Access** Public  
**Type** Discussion

- a. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- b. Authorization for Schedule Changes, Classified Staff
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Professional Experts

**File Attachments**

[Open.pdf \(18 KB\)](#)



**PERSONNEL ITEMS**

**a. Authorization for Contract Amendments Based upon Horizontal Salary Moves**

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

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Kelly, Marilyn	OCC	III 13	IV 13

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

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

On Call Hours Over Contract

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Fitzgerald, Colleen	GWC	Adm/Records Tech 2	50%	HOC	09/01/12	06/30/13
Parsons, Jason	CCC	Programmer II	50%	HOC	10/10/12	06/30/13

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

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

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
<u>Classified</u>		
Nursing Enrollment Growth Retention Aide to Nursing Retention Aide	E-48	Revise title

**d. Authorization for Professional Experts**

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

Professional Experts over \$10,000.00

Young, Gary, CCC, to assist with developing, designing, coding, testing, debugging and documenting complex computer programs, modules, subsystems or applications for the Office of Learning & Information Technologies, for the period 10/10/12 to 01/09/13, to be paid by timecard at \$100.00 per unit, 11.923 units per week for 13 weeks, compensation to be \$15,501.00, funding source is General Fund.

Other Professional Experts

Fernandez, Teeya F., OCC, to assist with OCC women's basketball team during the 2012-2013 academic year, for the period 08/27/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.34 units per week for 44 weeks, compensation to be \$1,500.00, funding source is General Fund.

Mazboudi, Ziad Y., GWC, to perform additional grant-related duties that exceed the typical adjunct faculty role, for the period 10/04/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 2.03 units per week for 12 weeks, compensation to be \$2,500.00, funding source is CalWORKS Alliance Grant.

Mendivil-Knapp, Christine, GWC, to perform additional grant-related duties that exceed the typical adjunct faculty role, for the period 10/04/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 2.03 units per week for 12 weeks, compensation to be \$2,500.00, funding source is CalWORKS Alliance Grant.

Perry, Guy K., OCC, to assist with OCC men's basketball team during the 2012-2013 academic year, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.37 units per week for 41 weeks, compensation to be \$1,500.00, funding source is General Fund.

Rafferty, Jennifer L., OCC, to perform Dental Clinic services for student patients, for the period 09/20/12 to 06/01/13, to be paid by timecard at \$100.00 per unit, 0.694 units per week for 36 weeks, compensation to be \$2,500.00, funding source is Ancillary Account (Bursar's Office from individual payments from student services provided).

South, Jeri, DIST, to provide license renewal courses, evaluation and recertification for bus drivers, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 0.60 units per week for 30 weeks, compensation to be \$300.00, funding source is General Fund.

Tran, Thu T., CCC, to revise programming codes for online courses, converting new and revised courses into Moodle, and laying out content for student guide revisions for Office of Learning & Information Technologies, for the period 10/10/12 to 01/09/13, to be paid by timecard at \$10.00 per unit, 69.23 units per week for 13 weeks, compensation to be \$9,000.00, funding source is Ancillary Funded Project.

Woertler, Matthew P., CCC, to provide assistance with programming for Contract Education Learning First Project, for the period 10/04/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 8.333 units per week for 12 weeks, compensation to be \$10,000.00, funding source is Ancillary Funded Project.



## **16. Authorization for Independent Contractors**

---

<b>Subject</b>	<b>16.01 GWC - Independent Contractors</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	16. 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: Kain, Bette

Services: Major gift fund development for the Golden West College Foundation

Payment Schedule/Compensation: \$5,000, to be paid in full February 2013

Term of Agreement: September 1, 2012 – June 30, 2013

Source of Funding: Foundation funds.

IC Name: Mumm, Robert

Services: Lighting design services for GWC Theater production

Payment Schedule/Compensation: \$2,400 to be paid within 30 days of completion, per invoice

Term of Agreement: March 3 - May 13, 2013

Source of Funding: Associated Students of Golden West College – Creative Arts and Theater Income Trust funds.

IC Name: Polunas, Jeff

Services: Sound technician services for GWC Theater production

Payment Schedule/Compensation: \$2,000 to be paid within 30 days of completion, per invoice

Term of Agreement: May 3-13, 2013

Source of Funding: Associated Students of Golden West College – Creative Arts and Theater Income Trust funds.

IC Name: Mullins, Veronica

Services: Sound design services for GWC Theater 2012-2013 productions

Payment Schedule/Compensation: \$750, to be paid within 30 days of completion, per invoice.

Term of Agreement: November 8, 2012 – March 18, 2013

Source of Funding: Associated Students of Golden West College – Creative Arts and Theater Income Trust funds.

IC Name: Farhadi, Lara

Services: Photography services for GWC Theater 2012–2013 productions

Payment Schedule/Compensation: \$300, to be paid within 30 days of completion, per invoice.

Term of Agreement: October 14, 2012 & May 5, 2013

Source of Funding: Associated Students of Golden West College – Creative Arts and Theater Income Trust funds.

IC Name: Royston, Charles

Services: To facilitate three workshops on Personal Development as a Leader

Payment Schedule/Compensation: \$750 to be paid per invoice upon completion.

Term of Agreement: October 12-26, 2012  
Source of Funding: Staff Development funds.

IC Name: Briar, Jeffrey  
Services: Keynote speaker at Alpha Gamma Sigma Southern Regional Conference  
Payment Schedule/Compensation: \$200, to be paid at the event.  
Term of Agreement: October 27, 2012  
Source of Funding: Club funds.

IC Name: Gomex, Choyo  
Services: Chicano/Latino College Day keynote speaker  
Payment Schedule/Compensation: \$300, to be paid at the event  
Term of Agreement: November 16, 2012  
Source of Funding: Chicano Latino Conference - General Fund, Associated Students Trust Account and Foundation funds.

**Subject** 16.02 OCC - Independent Contractors  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 16. 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 UNDER**

**IC Name:** Cisneros, Sandra  
**Services:** Scenic Design for Theatre production  
**Payment Schedule/Compensation:** Total Contract Amount \$400  
**Term of Agreement:** October 09- November 18, 2012  
**Source of Funding:** To be paid from ancillary and ASOCC funds

**IC Name:** Ellington, Teresa  
**Services:** Guest Speaker for Pilates Lecture Series  
**Payment Schedule/Compensation:** Total Contract Amount \$150  
**Term of Agreement:** October 24-31,2012  
**Source of Funding:** To be paid from ancillary funds

**IC Name:** Gerke Consulting & Development, LLC  
**Services:** Communication Training & Consulting Services for (3) Maintenance & Operations Managers  
**Payment Schedule/Compensation:** Total amount is \$3,000 plus additional one-on-one sessions  
**Term of Agreement:** 2012-2013 Fiscal Year  
**Source of Funding:** To be paid from ancillary funds

**IC Name:** Jimenez, Amada  
**Services:** Costume Design and Construction for Theatre production  
**Payment Schedule/Compensation:** Total Contract Amount \$1,100  
**Term of Agreement:** October 15- November 30, 2012  
**Source of Funding:** To be paid from ancillary and ASOCC funds

**IC Name:** Kuilanoff, Tatiana  
**Services:** Scenic Design for Theatre production  
**Payment Schedule/Compensation:** Total Contract Amount \$400  
**Term of Agreement:** November 1- December 18, 2012  
**Source of Funding:** To be paid from ancillary and ASOCC funds

**IC Name:** Mackingwell  
**Services:** For as needed professional videotaping services to promote Orange Coast College and communication efforts.  
**Payment Schedule/Compensation:** Total contract of \$1,000  
**Term of Agreement:** 2012 - 2012 Fiscal Year  
**Funding Source:** To be paid from Communication and Marketing funds

**IC Name:** Peremsky, Jiri J



**Services:** Guest Speaker for Pilates Lecture Series ·  
**Payment Schedule/Compensation:** Total Contract Amount \$150  
**Term of Agreement:** October 10- October 17 2012  
**Source of Funding:** To be paid from ancillary funds

**IC Name:** Rhapsody in Taps  
**Services:** Guest Performers in Faculty Dance Concert  
**Payment Schedule/Compensation:** Total Contract Amount \$1,500  
**Term of Agreement:** October 27- November 5 2012  
**Source of Funding:** To be paid from ancillary funds

**IC Name:** Riggs, Andrea  
**Services:** To serve as a guest speaker on *Breaking Through Barriers- Advocating Change* at the Re-Entry Center workshops  
**Payment Schedule/Compensation:** Total contract amount is \$400; to be paid upon submittal of invoices as work is completed  
**Term of Agreement** 2012-2013 Fiscal Year  
**Funding Source:** To be paid from ASOCC funds.

**IC Name:** Sullivan, Virginia  
**Services:** to serve as a guest speaker on *The Job Search...from this point forward* at the Re-Entry Center workshops  
**Payment Schedule/Compensation:** Total contract amount is \$600; to be paid upon submittal of invoices as work is completed  
**Term of Agreement:** 2012-2013 Fiscal Year  
**Source of Funding:** to be paid from ASOCC funds

**IC Name:** Synodinos, Dimitrios  
**Services:** Serve as speaker/facilitator for annual ASOCC Leadership Conference  
**Payment Schedule/Compensation:** Total contract is \$3,500; to be paid upon submittal of invoice as work is completed.  
**Term of Agreement:** October 3 – October 12, 2012  
**Source of Funding:** to be paid from ASOCC funds

**IC Name:** Taylor, Jamie  
**Services:** Guest Speaker for Pilates Lecture Series  
**Payment Schedule/Compensation:** Total Contract Amount \$150  
**Term of Agreement:** October 24- October 31, 2012  
**Source of Funding:** To be paid from ancillary funds

**IC Name:** Weiss, Mitchell  
**Services:** Guest Speaker for Pilates Lecture Series  
**Payment Schedule/Compensation:** Total Contract Amount \$2,000  
**Term of Agreement:** October 4 - October 31 2012  
**Source of Funding:** To be paid from ancillary and ASOCC funds

**IC Name:** Wolf, Brian  
**Services:** to serve as a guest speaker on *The Job Search...from this point forward* at the Re-Entry Center workshops  
**Payment Schedule/Compensation:** Total contract amount is \$600; to be paid upon submittal of invoices as work is completed



**Term of Agreement:** 2012-2013 Fiscal Year

**Source of Funding:** to be paid from ASOCC funds

**REVISION TO PREVIOUS BOARD ACTION**

**IC Name:** Hall, Stephen

**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:** *Revised to extend contract from July 1 – October 30, 2012 to July 1 - November 30, 2012.*

**Source of Funding:** To be paid from Community Education registration fees.  
(Prior Board Approval 4-4-12)

**Subject** 16.03 CCC – Independent Contractors  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 16. 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: Denise Cusano Instructional Design, Inc.  
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-85, Structural Steel Layout & Fabrication, \$10,200; SOW #2012-86, Company Rep-Impact Team, \$20,400; SOW #2012-87, Bolt Torquing, \$1,000.  
Payment Schedule/Compensation: \$31,600 upon completion of project deliverables broken down into five stages of completion.  
Term of Agreement: October 4, 2012 – June 30, 2013  
Source of Funding: Chevron Products Company in support of this project.

IC Name: Huntington Commercial Publications  
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board approved: 2/3/10), SOW #2012-86, Company Rep-Impact Team.  
Payment Schedule/Compensation: \$20,400 paid by percentage of completion of project deliverables broken down into 5 stages of completion.  
Term of Agreement: October 4, 2012 – June 30, 2013  
Source of Funding: Chevron Products Company in support of this project.

IC Name: Kay, Michelle  
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-85, Structural Steel Layout and Fabrication.  
Payment Schedule/Compensation: \$10,200 upon completion of project deliverables broken down into five stages of completion.  
Term of Agreement: October 4, 2012 – June 30, 2013  
Source of Funding: Chevron Products Company in support of this project.

**UNDER \$10,000**

IC Name: Ryther, Susan  
Services: Instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-87, Bolt Torquing.  
Payment Schedule/Compensation: \$9,200 upon completion of project deliverables broken down into five stages of completion.  
Term of Agreement: October 4, 2012 – June 30, 2013  
Source of Funding: Chevron Products Company in support of this project.

## **17. Authorization for Staff Development**

---

**Subject**            **17.01 GWC - Staff Development**  
**Meeting**           **Oct 3, 2012 - Regular Meeting**  
**Category**          **17. Authorization for Staff Development**  
**Access**            **Public**  
**Type**                **Consent**

**Personal Development as Leadership 3-part Workshop Series**

**Date(s):** October 12, 19, & 26, 2012

**Department:** Staff Development

**Purpose:** Campus activity

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

Houlihan, Janet, Vice President, Student Life & Administrative Services, to attend Robert Mayer Leadership Academy through the Huntington Beach Chamber of Commerce, October 7 – June 19, 2012.

Reimbursement of registration in the amount of \$450 to be paid from President's Foundation Discretionary funds.

**Subject** 17.02 DIS - Staff Development  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 17. Authorization for Staff Development  
**Access** Public  
**Type** Consent

**Association of Confidential Employees Staff Development Day**

**Date:** October 10, 2012

**Purpose:** Education and Training of Confidential Employees

**Cost/Purpose/Funding Source:** Total amount of \$300 to be paid from ACE staff development funds



# 18. Approval of Purchase Orders

**Subject** 18.01 DIS - Purchase Orders  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 18. Approval of Purchase Orders  
**Access** Public  
**Type** Consent

**File Attachments**

[PO Board List10-03-12.pdf \(18 KB\)](#)

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328616	Oracle America Inc Renewal of Enterprise software & support Board date: 9/21/05	DIS	5638	408,104.86
P0328653	Computerland of Silicon Valley District-wide Microsoft Agreement License	DIS	5638	160,088.00
P0328569	OC Auditor-Controller County fees for parking fines	GWC	5899	70,000.00
P0328580	VMI Inc NBLC 60 inch backlit LCD display - Fund 40	CCC	4315	47,574.83
P0328565	LRH Consulting IC for CTE Transitions District Grant project	OCC	5899	35,000.00
P0328585	XAP Corp District-wide Service maintenance agreement for online application operations	DIS	5638	31,804.45
P0328571	Goodwill of OC Interpreting services for ACE students	GWC	5899	30,000.00
P0328697	B & P Services Inc OCC Relocate Chiller from Music Bldg to Chemistry Bldg (GOB)	OCC-GB	6250	27,580.00
P0328676	Community College League of Calif Library electronic reference subscriptions	CCC	5306	25,638.13
P0328681	Ceilings Plus CCC-NBLC Exterior metal panels	CCC	6251	24,620.29
P0328591	L Kianoff & Associates Inc Annual software license renewal	OCC	5699	23,112.50
P0328686	Total Environmental Management Inc OCC Chemistry Bldg Temorary Chiller GOB	OCC-GB	6250	17,645.00
P0328694	P2S Engineering Engineer Service - Design Phase Control Upgrades for Art and Chemistry Bldgs Design Phase GOB	OCC-GB	6250	16,800.00
P0328680	Acoustical Surfaces Inc CCC-NBLC Acoustical celing panels	CCC	6251	16,303.89
P0328618	Computerland of Silicon Valley District Acrobat Pro software license renewal	DIS	5638	12,110.00
P0328562	Cash Register Systems of OC Point of sale system for Food Services Management	OCC	6411	11,332.57
P0328572	Quick Caption Closed captioning services for ACE students	GWC	5899	10,000.00
P0328657	Linthicum, Steve IC for CalBC Grant	CCC	5112	10,000.00
P0328658	Schulz, Amelia IC for CalBC Grant	CCC	5112	10,000.00

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328659	Yurtseven, Lale IC for CalBC Grant	CCC	5112	10,000.00
P0328695	Dunkel Bros Machinery Moving Inc	OCC-GB	5899	9,950.00
P0328682	World-Wide Fire Inc	CCC	5650	6,710.00
P0328667	Zinch Inc	OCC	5850	5,500.00
P0328623	So Cal Commercial Printing	GWC	4321	5,000.00
P0328631	Shinoda Design Center Inc	GWC	4312	5,000.00
P0328621	UPS Protection Inc	DIS	5638	4,800.00
P0328674	Calif Tool Welding Supply	OCC	5801	4,500.00
P0328570	Galls Inc	GWC	4312	3,000.00
P0328582	Education 4 Work	OCC	5899	3,000.00
P0328606	Shinoda Design Center Inc	GWC	4312	3,000.00
P0328584	Dyntek Services Inc	GWC	5638	2,896.00
P0328622	West Coast Switchgear Inc	OCC-GB	6120	2,620.50
P0328586	Governet	DIS	5899	2,500.00
P0328661	Western Graphics Plus	OCC	5850	2,500.00
P0328687	ISEC	OCC-GB	4312	2,395.50
P0328581	Digital Networks Group Inc	OCC-GB	6250	2,381.46
P0328602	CPP Inc	OCC	4312	2,311.24
P0328567	Eureka Calif Career Info Sys	CCC	5699	2,149.61
P0328612	Sun Environmental Engineering Services Inc	CCC-GB	6250	2,085.00
P0328648	Fisher Scientific	OCC	4312	2,000.00
P0328563	Bear Communications Inc	GWC	4315	1,936.14
P0328637	Aardvark Clay Supply	GWC	4312	1,900.00
P0328577	Metroline Inc	DIS	4315	1,590.39
P0328573	AmericasPrinter.com	GWC	4321	1,554.83
P0328614	Hewlett Packard	GWC	4315	1,549.18
P0328683	MVAP Medical Supplies Inc	OCC	4312	1,538.75
P0328668	Crown Ace Hardware	OCC	4312	1,500.00
P0328673	Sports Facilities Group Inc	OCC	5657	1,500.00
P0328665	Walters Wholesale Electric Co	OCC	4312	1,452.30
P0328620	Xerox Corp	DIS	4312	1,450.00
P0328634	Fisher Scientific	GWC	4312	1,400.00
P0328656	CCN Financial Services Inc	GWC	5699	1,260.00
P0328660	Apple Computer Inc	GWC	5699	1,248.00
P0328669	Grainger	OCC	4312	1,200.00
P0328619	Dell Higher Education	OCC	4312	1,112.01
P0328588	Office Depot	CCC	4312	1,097.36
P0328636	Pivot Point Int'l Inc	OCC	4312	1,087.85
P0328603	CPP Inc	OCC	4312	1,071.51
P0328566	Follett Higher Education Group Inc #1180	CCC	7601	1,000.00
P0328642	OCC Food Services	OCC	5899	1,000.00
P0328651	Mackingwell	OCC	5899	1,000.00



PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328652	Hardy Diagnostics	OCC	4312	1,000.00
P0328677	Home Depot	OCC	4312	1,000.00
P0328590	Bridges Transitions Co	GWC	5699	900.00
P0328633	Fisher Scientific	GWC	4312	850.00
P0328613	Office Depot	CCC	4312	819.07
P0328579	Office Depot	CCC	4312	810.55
P0328678	Follett Higher Education Group Inc #1094	OCC	4312	800.00
P0328691	Town & Country Golf Carts	OCC	5657	800.00
P0328696	Home Depot	OCC	4312	800.00
P0328578	Office Depot	CCC	4312	776.22
P0328601	Cadwell Laboratories Inc	OCC	4312	754.25
P0328684	Universal Medical Inc	OCC	4312	753.56
P0328689	Lowe's HIW Inc	OCC	4312	750.00
P0328679	Best Buy Stores LP	OCC	4312	700.34
P0328628	Hardy Diagnostics	GWC	4312	650.00
P0328575	POM INC	GWC	4312	646.50
P0328632	Carolina Biological Supply	GWC	4312	600.00
P0328635	Aardvark Clay Supply	GWC	4312	600.00
P0328568	Salsbury Industries	GWC	4312	590.42
P0328692	Chandler's Air Conditioning & Refrigeration	OCC	5657	572.00
P0328655	Calif Chamber of Commerce	DIS	5306	550.00
P0328561	NCBAA	DIS	5320	500.00
P0328589	Office Depot	OCC	4312	500.00
P0328599	Art Supply Warehouse	GWC	4312	500.00
P0328611	Nat'l Community College Hispanic Council	DIS	5320	500.00
P0328646	OC Wholesale Flowers	GWC	4312	500.00
P0328650	Acoustical Material Services	CCC	4312	500.00
P327264	Office Depot	CCC	4312	500.00
P0328649	Art Supply Warehouse	GWC	4312	480.00
P0328624	Art Supply Warehouse	GWC	4312	475.00
P0328670	Industrial Blade & Products Co Inc	OCC	4312	400.00
P0328690	Blue Sky Outfitters	OCC	4312	400.00
P0328597	Art Supply Warehouse	GWC	4312	350.00
P0328598	Art Supply Warehouse	GWC	4312	350.00
P0328610	Home Depot	GWC	4312	350.00
P0328625	Blick Art Materials	GWC	4312	350.00
P0328638	Art Supply Warehouse	GWC	4312	350.00
P0328639	Art Supply Warehouse	GWC	4312	350.00
P0328608	Allegro Display & Graphics	DIS	4321	340.09
P0328654	Follett Higher Education Group Inc #1180	OCC	4312	320.90
P0328592	Office Depot	OCC	4312	300.00
P0328593	Office Depot	OCC	4312	300.00
P0328594	Office Depot	OCC	4312	300.00

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328596	Follett Higher Education Group Inc #1181	GWC	4312	300.00
P0328671	Cutting Edge Systems	OCC	4312	300.00
P0328615	Titan Environmental Solutions Inc	OCC-GB	6250	295.00
P0328664	Monoprice Inc	OCC	4312	286.16
P0328675	Mouser Electronics Inc	OCC	4312	258.93
P0328645	Chinese Clay Art USA	GWC	4312	242.44
P0328617	GovConnection Inc	DIS	4315	236.96
P0328662	MVAP Medical Supplies Inc	OCC	4312	215.68
P0328574	Verizon Wireless	CCC	4312	211.08
P0328595	Office Depot	GWC	4312	200.00
P0328600	Art Supply Warehouse	GWC	4312	200.00
P0328672	McMaster-Carr	OCC	4312	200.00
P0328685	State Board of Equalization	DIS	4676	200.00
P0328564	Ward's Natural Science	OCC	4312	198.17
P0328643	Graphic Chemical & Ink Co	GWC	4312	184.73
P0328663	Displays2go	OCC	4312	170.52
P0328605	Follett Higher Education Group Inc #1181	GWC	4312	150.00
P0328627	Carolina Biological Supply	GWC	4312	150.00
P0328641	Fisher Scientific	GWC	4312	150.00
P0328630	Hardy Diagnostics	GWC	4312	120.00
P0328640	Hardy Diagnostics	GWC	4312	120.00
P0328644	Blick Art Materials	GWC	4312	114.19
P0328609	Office Depot	GWC	4312	100.00
P0328647	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0328583	Hitt Companies Inc	DIS	4312	73.13
P0328560	BACCHUS Network	OCC	4312	70.00
P0328607	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0328626	Daniel Smith Inc	GWC	4312	48.53
P0328629	Hardy Diagnostics	GWC	4312	48.00
P0328666	Smarthome	OCC	4312	32.60
			<b>Total</b>	<b><u>\$1,130,127.17</u></b>

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



## 19. Ratification / Approval of Checks

**Subject** 19.01 DIS - Ratification/Approval of Checks  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 19. Ratification / Approval of Checks  
**Access** Public  
**Type** Consent

### File Attachments

[Check Approval 10-3-12.pdf \(147 KB\)](#)

Object Code Legend		
800-2000	Staff Payroll	
400-4000	Books, Replacement of	
1300-4100	Supply Printing	
5100-5100	Consultant Services	
8000-8000	Contract - New Travel	
5000-5000	Equipment - Non-Expendable	
5100-5400	Equipment	
8000-8000	Library - Services	



NUMBER	NAME OF VENDOR	AMOUNT
0172604	Coast Community College Dist Cash clearing insurance payment	1,000,000.00
0172529	UnitedHealthcare of California Medical premiums	621,524.30
0172606	Kaiser Foundation Health Plan Inc Medical premiums	357,266.55
0172266	ACSIG Dental / Edge Dental claims	250,425.31
0172354	Coast Community College Dist Credit card refunds	250,000.00
0172407	Medco Health Solutions Inc Medical prescription claims	245,948.39
0172296	GWC Associated Students Student fees	192,811.81
0172405	Coast Community College Dist CCCD annual medical claims	187,783.49
0172518	Coast Community College Dist CCCD annual medical claims	185,411.98
0172268	Coast Community College Dist CCCD annual medical claims	165,358.09
0172362	Follett Higher Education Group Inc #1094 Books & supplies for EOPS students	90,055.75
0172483	Southern Calif Edison Co Districtwide electricity	80,570.12
0172468	OCC Associated Students Student fees	75,612.00
0172264	Dell Higher Education Network equipment for DIS	69,642.52
0172232	Pro Photo Connection Inc Camera lens kits and accessories for Photography classes	56,760.37
0172584	Southern Calif Edison Co Districtwide electricity	53,059.33
0172284	CCCD Student Refunds Student refunds	50,267.10
0172363	Follett Higher Education Group Inc #1181 Fall '12 book service for EOPS continuing students	47,515.82
0172335	Xap Corp Districtwide online application operations	31,804.45
0172544	CCCD - SEOG Matching fund budget transfer	28,830.00
0172519	Delta Health Systems Insurance administration fees	28,137.00
0172439	Employment Development Dept-EDD 2nd Qtr EID	25,424.48
0172403	Xerox Corp	24,752.64

0172568	L Kianoff & Associates Inc	23,112.50
0172214	Mesa Consolidated Water Dist	18,560.60
0172516	Anthem Blue Cross	17,081.19
0172298	Hewlett Packard	16,838.98
0172547	Coast Comm College Assoc	15,000.00
0172423	City of Huntington Beach	14,290.57
0172288	El Camino Asphalt Paving Corp	14,000.00
0172287	Constellation NewEnergy Inc	13,914.26
0172283	CCCD - SEOG	13,500.00
0172186	Fairbank Maslin Maullin Metz & Associates In	13,174.00
0172603	Public Private Ventures	13,060.42
0172385	PLATO Learning	12,600.00
0172586	Sun Environmental Engineering Services Inc	11,000.00
0172501	Waxie Sanitary Supply	10,003.04
0172514	Bolo Productions	10,000.00
0172353	Citrix Online LLC	9,625.00
0172226	Oracle America Inc	9,479.49
0172436	Education 4 Work	9,000.00
0172485	Strata Information Group	8,038.71
0172179	Constellation NewEnergy Inc	7,732.93
0172202	Institute for the Study of Knowledge Mgmt in	7,500.00
0172237	Safari Books Online LLC	7,093.35
0172323	Southern Calif Edison Co	6,897.75
0172242	Sport & Cycle Inc	6,862.62
0172220	Nuance Communications Inc	6,847.43
0172605	Kaiser Foundation Health Plan Inc	6,577.68
0172330	Unisource Worldwide Inc	6,447.50
0172168	CAE Healthcare Inc	6,300.00
0172297	Harris Communications	6,190.02
0172589	Total Recall Captioning Inc	6,160.00
0172359	EBSCO Subscription Services	5,823.16
0172419	CCCD Student Refunds	5,715.00
0172515	ControlWorks Inc	5,585.22
0172415	Business Properties Partnership No 15	5,533.51
0172302	KPSS Inc	4,844.81
0172467	OC Treasurer-Tax Collector	4,843.00
0172356	CollegeSource Inc	4,570.00
0172466	OC Treasurer-Tax Collector	4,291.00
0172587	Terremark North America Inc	4,235.00
0172539	Buddy's All-Star Inc	4,067.57
0172371	HRMS Inc	4,000.00
0172452	ii Fuels, Inc	3,725.20
0172295	GST	3,717.38
0172348	Apple Computer Inc	3,612.70
0172293	Gale Group Inc	3,570.42
0172290	Faronics Technologies USA Inc	3,512.00
0172376	LRH Consulting	3,500.00
0172461	Mobile Modular Management Corp	3,445.84
0172391	Sea Clear Pools Inc	3,400.00



0172270	Keenan & Associates	3,375.00
0172517	CCCD Workers Comp Trust Fund	3,231.97
0172269	Genworth Life & Annuity Insurance Co	3,206.06
0172437	Ellucian Support Inc	2,880.00
0172492	Verizon Wireless	2,820.48
0172311	Office Depot	2,638.94
0172225	On-Site LaserMedic Corp	2,613.42
0172420	CCCD-Cash Clearing	2,553.25
0172364	Governet	2,500.00
0172258	Xerox Corp	2,492.69
0172592	Waxie Sanitary Supply	2,421.52
0172352	Carolina Biological Supply	2,362.02
0172327	The Gas Co	2,277.23
0172469	OCE'	2,179.00
0172334	David Whyte	2,166.00
0172360	Eureka Calif Career Info Sys	2,149.61
0172221	OC Fire Protection	2,121.93
0172240	Southern Calif Edison Co	2,028.67
0172219	Northcott Painting Co	2,000.00
0172377	Marcive Inc	2,000.00
0172404	OCC Food Services	1,902.26
0172549	Constellation NewEnergy Inc	1,894.09
0172487	Time Warner Cable	1,880.00
0172281	Caston Office Solutions	1,820.02
0172169	CAPP:Computerized Assess & Placement Program	1,800.00
0172182	Declues Burkett & Thompson LLP	1,780.95
0172533	Amber Products	1,753.21
0172265	Precision Refrigeration Services Inc	1,720.53
0172382	Partners Data Systems Inc	1,664.00
0172545	CI Solutions	1,628.25
0172565	Hoover Printing & Lithography Inc	1,610.86
0172278	Cal Track Reconditioning Inc	1,600.09
0172457	KK Termite Inc	1,600.00
0172479	Jose Roxas	1,587.12
0172554	Dept of Justice	1,556.00
0172320	Sea Clear Pools Inc	1,525.56
0172550	CR & R Inc	1,514.20
0172194	Cathy Hasson	1,500.00
0172216	MVAP Medical Supplies Inc	1,414.33
0172493	Verizon Wireless	1,398.59
0172397	The Gas Co	1,363.90
0172344	Accurate Accounting Business Services LLC	1,350.00
0172576	Office Depot	1,346.70
0172503	Xerox Corp	1,338.59
0172190	Gabel's Cosmetics Inc	1,280.07
0172231	Performance Envelope Inc	1,273.45
0172223	Office Depot	1,271.83
0172471	Optical Calibration Service	1,260.00
0172372	ii Fuels, Inc	1,249.56



0172476	Quality Aire	1,240.43
0172494	Verizon Wireless	1,192.94
0172333	Western Graphics Plus	1,190.20
0172277	Besam Entrance Solutions	1,189.22
0172538	Boathouse Sports	1,183.70
0172387	PSS World Medical Inc	1,181.14
0172602	Graybar Electric	1,172.39
0172447	Home Depot	1,154.58
0172267	CCCD Workers Comp Trust Fund	1,148.83
0172306	MailFinance Inc	1,148.06
0172229	Orkin Pest Control	1,129.00
0172575	OCC Student Health Center	1,128.00
0172174	CI Solutions	1,105.30
0172442	Great Western Sanitary Supply	1,103.96
0172453	Ipswitch Inc	1,090.00
0172399	truWest Inc	1,066.73
0172488	Tom's Truck Center Inc	1,019.14
0172504	Xerox Education Services Inc	1,014.79
0172378	Marina Landscape Inc	1,000.00
0172573	OCC Food Services	982.61
0172454	Iron Mountain	975.36
0172418	CCCD - SEOG	950.00
0172552	CSUF	950.00
0172429	CR & R Inc	945.60
0172328	Time Warner Cable	940.00
0172171	Caston Office Solutions	855.45
0172170	Carolina Biological Supply	850.30
0172473	Pitney Bowes Inc	846.18
0172435	Eberhard Equipment Inc	819.58
0172396	The Gas Co	808.10
0172355	Coast Community College Dist	784.00
0172410	Ascent Elevator Services	769.00
0172401	Westminster High School	750.00
0172498	VS Athletics	742.17
0172255	Verizon Wireless	737.40
0172593	Xerox Corp	736.02
0172383	Pharmedix	733.89
0172235	Quartermaster OC	727.25
0172312	Deborah Orrill	719.30
0172213	Marina Football Boosters	700.00
0172307	Shana Menaker	700.00
0172308	Shana Menaker	700.00
0172569	Nat'l Assoc for Community College Entreprene	695.00
0172502	Sylvia Worden	694.94
0172443	GWC Food Services	687.95
0172252	Verizon California	687.12
0172192	GlaxoSmithKline	670.00
0172247	The Gas Co	667.31
0172285	Certified Transportation Services Inc	660.80

0172279	Calif Tool Welding Supply	643.16
0172389	Quinn Power Systems	639.85
0172340	Smart & Final Stores LLC	635.36
0172227	Orange Coast Auto Repair	626.21
0172160	Apple Computer Inc	598.00
0172523	Newport Urgent Care	564.69
0172520	First Health	564.00
0172525	Newport Urgent Care	558.00
0172495	Victory Custom Athletic Inc	554.91
0172294	Grainger	554.32
0172478	R & L Medical Co	553.08
0172425	Community College League of Calif	550.00
0172379	Merck Vaccines	540.73
0172463	Nextel Communications	539.29
0172426	Council for Advancement & Support of Educati	525.00
0172456	Johnstone Supply	518.83
0172314	Priority Mailing Systems LLC	518.65
0172349	Besam Entrance Solutions	518.25
0172299	Home Depot	511.34
0172165	Baker & Taylor	504.96
0172438	Ellucian Support Inc	500.00
0172462	NCBAA	500.00
0172527	Newport Urgent Care	494.00
0172431	Dakota Backflow Co	480.00
0172537	Blue Sky Outfitters	477.34
0172546	City of Westminster	476.01
0172310	OCC Food Services	475.81
0172176	Collegenet Inc	475.00
0172233	Provantage Corp	455.16
0172158	ACHRO/EEO	450.00
0172427	Council for Advancement & Support of Educati	450.00
0172428	Council for Advancement & Support of Educati	450.00
0172319	Saddleback Golf Cars	431.24
0172412	B & B Services	429.00
0172460	Mesa Consolidated Water Dist	428.00
0172475	Pyro-Comm Systems Inc	421.07
0172338	Home Depot	405.16
0172555	Mario Dimas	400.00
0172409	Aguinaga Green Inc	398.68
0172421	Certified Transportation Services Inc	396.48
0172172	CCCAOE	395.00
0172173	CCCAOE	395.00
0172540	CCCAOE	395.00
0172541	CCCAOE	395.00
0172542	CCCAOE	395.00
0172464	OC Register	392.21
0172465	OC Register	392.21
0172496	Volvo Rents Inc	388.81
0172422	Chem Pro Laboratory Inc	388.00



0172566	Kelly Paper	387.02
0172434	Dunn-Edwards Corp	386.37
0172472	Kimberly Pascoe	384.28
0172588	Thomson West	378.30
0172280	CASFAA	375.00
0172528	Newport Urgent Care	364.00
0172553	Dell Higher Education	346.09
0172505	Zep Manufacturing Co	344.32
0172417	Calif Tool Welding Supply	343.50
0172365	Grainger	341.27
0172524	Newport Urgent Care	338.00
0172315	Pro Helmet Decals LLC	336.00
0172414	Beach City Lift Inc	332.25
0172167	Jaima Bennett	329.60
0172470	Office Depot	328.08
0172408	Abc Window Cleaning Inc	325.00
0172590	Verizon California	324.53
0172449	House of Batteries	319.61
0172369	Martha Guevara	316.78
0172222	ocdm marketing	316.76
0172543	CCCCIO	315.00
0172583	South Coast Air Quality Mgmt District	310.85
0172248	The Gas Co	303.17
0172259	Quality Aire	302.58
0172208	LAHS Football Boosters	300.00
0172416	Calif Municipal Statistics Inc	300.00
0172445	Deborah Hirsh	296.30
0172530	ACBO	285.00
0172373	Iron Mountain Records Mgmt	284.91
0172564	Home Depot	283.62
0172375	Konica Minolta Business Solutions	282.86
0172384	Pitney Bowes Inc	281.77
0172292	Fuller Engineering Inc	275.46
0172579	Priority Mailing Systems LLC	275.00
0172325	State Board of Equalization	270.00
0172305	mac guys	262.40
0172451	iContact Corp	250.56
0172286	Columbia Dentoform Corp	249.62
0172395	Suburban Water Systems	238.84
0172448	Home Depot	227.59
0172556	Stefanie Drew	225.00
0172570	NCMPR	225.00
0172198	Home Depot	223.32
0172217	Joy Myers	220.00
0172272	ABC Companies	218.08
0172263	C2 Reprographics	215.50
0172357	Consolidated Electrical Distributors	214.18
0172557	Emergency Medical Products Inc	211.85
0172347	Alan's Lawnmower & Garden Ctr Inc	211.04



0172393	Springdale Ace Hardware	210.38
0172204	Iron Mountain	208.47
0172591	Waterline Technologies Inc	207.75
0172300	Kelly Paper	206.77
0172282	CCC Petty Cash	203.10
0172153	ACHRO/EEO	200.00
0172155	ACHRO/EEO	200.00
0172156	ACHRO/EEO	200.00
0172398	The Shredders	197.00
0172548	Community Lock & Safe Service	195.30
0172522	Newport Urgent Care	192.00
0172432	Direct Edge Inc	190.13
0172351	Caltim Metals	187.49
0172197	Home Depot	186.76
0172332	Web Commerce Partners Inc	180.68
0172318	Regional Testing Center	180.00
0172526	Newport Urgent Care	179.00
0172164	Audiomed	170.00
0172209	Lazar & Associates	170.00
0172368	GST	169.69
0172459	Medical Arts Press	166.78
0172367	Great Western Sanitary Supply	165.47
0172244	Staples Advantage	164.83
0172481	Shred Confidential Inc	163.80
0172535	Battery Systems Inc	159.47
0172210	Lisa Lee	157.60
0172560	Gaylord Bros Inc	152.70
0172536	Bee Busters Inc	150.00
0172571	OC Business Council	150.00
0172497	Vortex Industries Inc	149.95
0172199	Home Depot	149.50
0172506	Home Depot	141.74
0172345	Aircraft Spruce & Specialty Co	137.73
0172390	Refrigeration Supplies Distrib	136.21
0172394	Staples Advantage	135.45
0172273	Aircraft Spruce & Specialty Co	134.17
0172341	Stater Bros Markets	133.88
0172321	Sign Concepts	133.61
0172433	Dish Network Chicago	133.02
0172388	Public Economics Inc	126.61
0172489	Verizon California	125.64
0172455	Irvine Pipe & Supply	122.31
0172380	Mouser Electronics Inc	121.56
0172154	ACHRO/EEO	120.00
0172157	ACHRO/EEO	120.00
0172567	Key Scientific Products	117.16
0172253	Verizon California	115.95
0172582	South Coast Air Quality Mgmt District	115.56
0172440	Gans Ink & Supply Co Inc	114.11

0172521	Memorial Prompt Care Medical Group	112.00
0172291	Fisher Scientific	109.20
0172313	Pep Boys	107.97
0172361	Eversoft	103.00
0172444	Jacqueline Hils-Williams	100.26
0172532	Amazon.com	99.95
0172578	Preferred General Contracting & Exterminatin	99.00
0172386	Pocket Nurse	98.75
0172339	Orkin Pest Control	98.00
0172559	FishMax.Com LLC	97.50
0172580	Siemens Industry Inc	96.67
0172572	OC Business Council	95.00
0172166	Baudville Inc	93.90
0172480	Security Signal Devices	89.85
0172329	TKH Design Inc	86.03
0172574	OCC Petty Cash	85.23
0172178	Community College Internal Auditors	85.00
0172304	LT Enterprises	84.52
0172317	Quartermaster LLC	82.42
0172262	C2 Reprographics	81.14
0172189	Fisher Scientific	80.06
0172424	City of Newport Beach	78.50
0172245	Stater Bros Markets	78.06
0172558	Environmental Sports Products LLC	78.00
0172276	AT & T	73.24
0172563	Home Depot	72.75
0172324	Staples Advantage	71.89
0172346	Darian Aistrich	71.10
0172336	Xerox Corp	70.36
0172413	BACCHUS Network	70.00
0172358	Nicholas Contopoulos	68.25
0172585	Staples Advantage	65.49
0172577	Orkin Pest Control	65.00
0172206	Richard Kudlik	63.83
0172450	Hub Auto Supply	61.33
0172309	OCC Ancillary #1000-24750-5120	60.00
0172274	Aramark Uniform Services	56.65
0172534	Aramark Uniform Services	56.65
0172256	Wallpaper* Magazine	55.00
0172230	Pep Boys	53.96
0172177	Communication Arts	53.00
0172499	Jocelyn Wang	51.62
0172271	Patricia Stingle	50.80
0172406	James Farris	50.80
0172289	John Eriksen	48.84
0172370	Home Depot	48.72
0172260	Xerox Corp	48.20
0172374	Konica Minolta Business Solutions	47.96
0172482	Sims-Orange Welding Supply Inc	47.88



0172500	Ward's Natural Science	47.63
0172243	Sporty's Pilot Shop	46.93
0172458	Main Electric Supply Co	45.26
0172491	Verizon California	44.07
0172561	Grainger	42.80
0172205	Iron Mountain Records Mgmt	41.18
0172183	Dunn-Edwards Corp	40.92
0172581	Smardan Supply Co-Orange Coast	38.79
0172477	Quartermaster LLC	38.78
0172322	Smardan Supply Co-Orange Coast	37.73
0172254	Verizon California	37.38
0172238	SAGE Publications Inc	36.00
0172163	Arts & Antiques	34.50
0172316	Prudential Overall Supply Co	34.30
0172562	Kellyann Greene	33.20
0172207	Label Source Inc	33.14
0172303	Andrea Lane	32.25
0172234	Prudential Overall Supply Co	31.76
0172474	Prudential Overall Supply Co	31.76
0172366	Graybar Electric	30.39
0172196	Jennifer Ho Chen	29.96
0172201	How Magazine	29.96
0172215	Metropolis	29.95
0172490	Verizon California	29.29
0172184	Dwell	28.00
0172392	South Beach Media Inc	26.94
0172162	Arrowhead Mountain Spring Water	26.77
0172446	Hitt Companies Inc	26.59
0172531	Alan's Lawnmower & Garden Ctr Inc	26.14
0172551	Crown Ace Hardware	25.83
0172188	Federal Express Corp	25.32
0172212	Luxe	24.95
0172246	The English Home	24.95
0172331	Ward's Natural Science	24.90
0172250	Traditional Home Magazine	24.00
0172193	Grainger	23.91
0172484	Stater Bros Markets	23.83
0172326	Stater Bros Markets	23.38
0172400	USA Mobility Inc	22.42
0172441	Graybar Electric	22.36
0172191	Garden Design	19.97
0172236	Renovation Style Magazine	19.97
0172185	Elle Decor	19.90
0172218	Natural Home	19.00
0172175	Coastal Living	18.00
0172239	Smardan Supply Co-Orange Coast	17.36
0172224	Old House Journal	16.95
0172337	Tracy Young	16.76
0172411	AT & T	15.78



Check Approvals

0172486	The Gas Co	15.38
0172228	Orange Coast Magazine	15.00
0172241	Southern Living	15.00
0172249	This Old House	15.00
0172251	Veranda	15.00
0172200	House Beautiful	14.97
0172203	Interior Design	14.95
0172430	Crown Ace Hardware	13.98
0172161	Architectural Digest	12.00
0172275	Architectural Digest	12.00
0172381	OCC Food Services	11.28
0172159	Allied Refrigeration Inc	11.03
0172180	Country Living	10.00
0172257	Wired	10.00
0172195	Hearst Corp	9.97
0172211	Los Angeles Magazine	9.95
0172350	Calif Tool Welding Supply	8.60
0172301	Konica Minolta Business Solutions	6.16
0172187	Fast Co	5.00
	<b>Total</b>	<b><u>\$4,719,130.95</u></b>

## 20. Check List for General Obligation Bond Fund

**Subject** 20.01 DIS - General Obligation Bond Fund  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 20. Check List for General Obligation Bond Fund  
**Access** Public  
**Type** Consent

### File Attachments

[Check Approval Bond 10-3-12.pdf \(13 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0172342	PCN3 Inc Upgrade OCC Music Bldgs 3 & 4 Bid No. 2009	157,178.00	420202
0172600	Sun Environmental Engineering Services Inc OCC Music Modernization Asbestos Abatement	62,770.00	420202
0172512	MVE Institutional Inc Architectural Services for OCC Music Bldg #3	30,604.50	420202
0172509	Climatec Building Technologies Group HVAC Building Management System upgrade at Watson Hall	29,738.50	420292
0172510	Express Pipe & Supply Co Inc 2 Boiler of OCC Theater & Chemistry Bldgs	27,520.55	420292
0172507	B & P Services Inc Replace Existing Classroom Roof top AC Unit	26,520.00	420292
0172594	Dell Higher Education Desktop computers for classrooms	26,340.32	420204
0172595	Digital Networks Group Inc	14,473.13	420204
0172511	Mobile Modular Management Corp	11,811.56	420297
0172343	PCN3 Inc	8,273.00	420202
0172508	Calif Upholstery Professionals	2,597.71	420218
0172596	Environmental Systems Research Institute Inc	2,155.00	420204
0172599	Sierra School Equipment Co	1,470.00	420218
0172601	UCMI Inc	1,440.00	420202
0172261	ModSpace	754.26	420399
0172597	Pivot Interiors Inc	640.00	420218
0172598	Sheward & Son & Sons	350.00	420218
0172513	Titan Environmental Solutions Inc	295.00	420202
	<b>Total</b>	<b><u>\$404,931.53</u></b>	



## **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.

## 21. Approval of Agreements

---

<b>Subject</b>	<b>21.01 DIS - Approve Amendment to Non-Standard Three Year Property and Casualty Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates</b>
Meeting	Oct 3, 2012 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Discussion

### **Approve Amendment to Non-Standard Three Year Property and Casualty Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates**

**Background:** The Coast Community College District is a long-term member of Keenan's State Wide Association of Community Colleges (SWACC) program of pooled insurance coverage for its Property and Liability claims, which allows the District to benefit from the pooled resources of SWACC's 47-member districts and JPA's. As part of its member services, Keenan provides Property and Liability claims administration services for its member districts.

**Goal/Purpose:** This Amendment #1 amends Exhibit B Compensation 1.B. of the Agreement for the period November 1, 2012 through October 31, 2013, replacing Annual Maximum Fee of "TBD", to Annual Maximum Fee of "\$20,000.00".

**Comments:** The Property and Casualty Claims Administration Services Agreement between Coast Community College District and Keenan and Associates was approved by the Board of Trustees on December 14, 2011. All other terms and conditions of the Agreement remain unchanged.

**Recommendation:** After review by Risk Services, District General Counsel, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to approve Amendment #1 to the Property and Casualty Claims Administration Service Agreement with Keenan and Associates from November 1, 2012 through October 31, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #4)

**Fiscal Impact:** Claim administration fees for policy year 2012-2013 will not exceed \$20,000.00.

#### File Attachments

[PLCA Amendment #1.PDF \(35 KB\)](#)

**Subject**            **21.02 DIS - Approve Agreement between Sino-US College of Nanjing Institute of Visual Arts and the Coast Community College District (CCCD) to Establish a 1+2 Program Partnership**

**Meeting**            Oct 3, 2012 - Regular Meeting

**Category**           21. Approval of Agreements

**Access**             Public

**Type**                Discussion

**Approve Agreement between Sino-US College of Nanjing Institute of Visual Arts (NIVA) and the Coast Community College District (CCCD) to Establish a 1+2 Program Partnership**

1. **Background:** Coast Community College District (CCCD) is partnering with international universities to diversity and increase enrollment of international students at CCCD colleges and educational exchanges. Sino-US College of Nanjing Institute of Visual Arts is interested in partnering with Orange Coast College and in establishing a 1+2 program that will allow for qualified NIVA to transfer to OCC and obtain an associate degree or certificate.
2. **Goal/Purpose:** This program will provide an opportunity for additional qualified Chinese students to study at OCC. This will permit international students to experience the American culture and educational system. At the same time it will enable our U.S. students to experience students from other countries and cultures. In addition, it will provide income to the district.
3. **Comments (if any):** None.
4. **Recommendation Statement:** After review by the College President, Vice Chancellor of Educational Services and Technology, and General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between Sino-US College of Nanjing Institute of Visual Arts and the Coast Community College District to establish a 1+2 program as outlined in the 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)
5. **Fiscal Review and Impact:** The annual income to the district from this partnership will be \$4,365 to \$4,622 per enrolled student based on 12 units of academic load and the number of enrollments.

**File Attachments**

[NIVA-CCCD Agreement 9-26-2012 \(2\).pdf \(168 KB\)](#)



**Subject**            **21.03 GWC - Approve Non-Standard Agreement between GradImages and the Coast Community College District for Graduation Photography**

**Meeting**            Oct 3, 2012 - Regular Meeting

**Category**         21. Approval of Agreements

**Access**            Public

**Type**              Discussion

**Approve Non-Standard Agreement between GradImages and the Coast Community College District for Graduation Photography**

**1. Background Information:** GradImages provides Golden West College graduates with professional photographs taken during the ceremony for those wishing to purchase them.

**2. Goal/Purpose:** To provide students with a quality product during the Golden West College Graduation.

**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 GradImages and the Coast Community College District for graduation photography, from October 6, 2012 through October 6, 2015. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See GradImages Agreement 2012-15, Attachment #11)

**5. Fiscal Impact:** No cost to the College.

**File Attachments**

[Grad Images Agreement 2012-15.pdf \(139 KB\)](#)

**Subject** 21.04 CCC - Approve Authorization to Enter into a PowerFAIDS Software License Agreement between College Board, a Non-Stock, Not-For-Profit Education Corporation and Coast Community College District (Coastline Community College).

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. Approval of Agreements

**Access** Public

**Type** Discussion

**Approve Authorization to Enter into a PowerFAIDS Software License Agreement between College Board, a Non-Stock, Not-For-Profit Education Corporation and Coast Community College District (Coastline Community College).**

1. **Background:** Coastline Community College to enter into a PowerFAIDS Software License College Board Enrollment Agreement between the College Board, a non-stock, not-for-profit Education Corporation organized under the laws of the State of New York, ("College Board") and Coast Community College District (Coastline Community College).
2. **Goal/Purpose:** PowerFAIDS is a system to process student financial aid. The system manages student eligibility, verification, Federal Grant management, awarding packaging, loan origination, reporting and research. Term of the Agreement from October 1, 2012 to August 31, 2014.
3. **Comments (if any):** District General Counsel reviewed this Agreement and requested changes, of which most were agreed to. However, College Board (Legal Department) declined to accept General Counsel's recommended changes to Sections 5(a) and 5(b), damages limitation provisions as stated in the Agreement.
4. **Recommendation Statement:** After review by the College President, District Risk Services and District General Counsel, it is recommended by the Chancellor that the Board approve the License Agreement between the College Board and Coast Community College District (Coastline Community College.) for the purpose of using the PowerFAIDS system to process student financial aid. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See College Board Enrollment Agreement Attachment #12)
5. **Fiscal Review and Impact:** \$21,952 -Year 1, for Software Licensing and Services. Year 2, \$17,804 for PowerFAIDS Maintenance & Annual Support Subscription. Funding from Board Financial Assistance Program (BFAP) – Categorical funds.

File Attachments

[College Board Enrollment Agreement.pdf \(222 KB\)](#)

**Subject** 21.05 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Cultural Anthropology: Our Diverse World.

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. 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 Third Edition of the Telecourse Student Guide for Cultural Anthropology: Our Diverse World.**

**1. Background:** Cengage Learning wishes to publish the third edition of the student guide to accompany the course, Cultural Anthropology: Our Diverse World, produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the third edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board 7/20/2005.

**2. Goal/Purpose:** To revise the current Student Guide for Cultural Anthropology: Our Diverse World to accompany the fourteenth edition of the text entitled Cultural Anthropology: The Human Challenge, by Haviland, Prins, Walrath, and McBride.

**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 third edition of the Student Guide for Cultural Anthropology: Our Diverse World 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 Cultural Anthropology, Attachment #13)

**5. Fiscal Review and Impact:** Publisher grant to Coast District of \$4,000

**File Attachments**

[Cultural Anthropology.pdf \(151 KB\)](#)



**Subject** 21.06 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Anthropology: The Four Fields.

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. 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 Third Edition of the Telecourse Student Guide for Anthropology: The Four Fields.**

**1. Background:** Cengage Learning wishes to publish the third edition of the student guide to accompany the course, Anthropology: The Four Fields, produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the third edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board 7/20/2005.

**2. Goal/Purpose:** To revise the current Student Guide for Anthropology: The Four Fields to accompany the Fourteenth edition of the text entitled Anthropology: The Human Challenge, by Haviland, Prins, Walrath, and McBride.

**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 third edition of the Student Guide for Anthropology: The Four Fields 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 General Anthropology, Attachment #14)

**5. Fiscal Review and Impact:** Publisher grant to Coast District of \$4,000

**File Attachments**

[General Anthropology.pdf \(149 KB\)](#)

**Subject** 21.07 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Physical Anthropology: The Evolving Human.

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. 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 Fourth Edition of the Telecourse Student Guide for Physical Anthropology: The Evolving Human.**

**1. Background:** Cengage Learning wishes to publish the fourth edition of the student guide to accompany the course, Physical Anthropology: The Evolving Human, produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the fourth edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board 7/20/2005.

**2. Goal/Purpose:** To revise the current Student Guide for Physical Anthropology: The Evolving Human to accompany the fourteenth edition of the text entitled Introduction to Physical Anthropology, by Jurmain, Kilgore, and Trevathan.

**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 fourth edition of the Student Guide for Physical Anthropology: The Evolving Human. 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 Physical Anthropology, Attachment #15)

**5. Fiscal Review and Impact:** Publisher grant to Coast District of \$4,000

File Attachments

[Physical Anthropology.pdf \(151 KB\)](#)



**Subject** 21.08 CCC - Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to Provide Educational Support Services to Servicemembers.

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. Approval of Agreements

**Access** Public

**Type** Discussion

**Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to Provide Educational Support Services to Service-members.**

**1. Background:** To better serve its military population, Coastline provides on-site outreach and educational support services to active duty personnel, reservists, and eligible retired military personnel at several military bases throughout the United States and overseas. Site Representatives facilitate outreach and assist service-members with admissions, registration, and informal evaluations processes. In addition to these educational support services, this Memorandum of Understanding (MOU) allows Coastline to expand its services to meet the specific needs of the Warrior Transition Battalion (WTB) to include career, assessment and specialized educational services to the soldiers in the WTB and their families.

**2. Goal/Purpose:** Provide a service to the military community at William Beaumont Army Medical Center, Warrior Transition Battalion; Generate revenue for the college; Continue our physical presence on base; Increase enrollment in Coastline's military programs

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to provide on-site educational support, assessment and specialized educational services to service-members at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas. The Board President, or designee, is authorized to sign the Memorandum of Understanding and any related documents, indicating approval by the Board of Trustees. (See Warrior Transition Battalion Attachment #16)

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

**File Attachments**

[Warrior Transition Battalion MOU.pdf \(143 KB\)](#)



**Subject** 21.09 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.

**Meeting** Oct 3, 2012 - Regular Meeting

**Category** 21. Approval of Agreements

**Access** Public

**Type** Discussion

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

**1. Background:**

This project is to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, CalWORKs Welfare to Work Employment Service Program (On-the-Job Training and Work Experience), Senior Community Service Employment Program, OC4Vets, On-the-Job Training and Work Experience Grant Program. In addition, this amendment includes the Veterans Employment Related Assistance Program (VEAP), Dislocated Workers (VEAP 25%), and Veteran's Employment Related Assistance Adult (VEAP15%), recently awarded.

**2. Goal/Purpose:**

Meet contractual agreement with the Orange County Workforce Investment Board (OCWIB) for the operation of the Orange County One-Stop Center.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Agreement - North Attachment #17) (Previous Board Approval - June 20, 2012).

**5. Fiscal Review and Impact:** The County will reimburse Coastline Community College an additional amount of \$190,000 for a total contract of \$3,123,762 for operation of these programs.

**File Attachments**

[WIA Agreement - North Attachment.pdf \(2,873 KB\)](#)

## **22. General Items of Business**

---

**Subject**            **22.01 DIS - Independent Contractors over \$50,000**  
**Meeting**            Oct 3, 2012 - Regular Meeting  
**Category**           22. General Items of Business  
**Access**             Public  
**Type**                Discussion

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

### **\$50,000 AND OVER**

**IC Name:** Education 4 Work

**Services:** To provide project management for the SB70 Evaluation Grant Year 5.

**Payment Schedule/Compensation:** \$60,000, to be paid by invoice based on agreed upon milestones.

**Term of Agreement:** October 4, 2012— June 30, 2013

**Source of Funding:** SB70 Evaluation Grant Year 5

**IC Name:** Vital Link OC

**Services:** To provide services for activities, meetings, field trips, exhibit days, pathway days and other projects.

**Payment Schedule/Compensation:** \$59,900, to be paid by invoice based on agreed upon milestones.

**Term of Agreement:** October 4, 2012— March 31, 2013

**Source of Funding:** SB70 CTE Community Collaborative Grant Years 4 & 5, and the SB70 Supplemental Grant

**Subject**            **22.02 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services**

**Meeting**            Oct 3, 2012 - Regular Meeting

**Category**           22. 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.

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

West Coast Arborists, Inc  
2200 E Via Burton St  
Anaheim, CA 92806

Dunnkel Bros Machinery Moving  
14500 Firestone Blvd  
La Mirada, CA 90638



## 23. Approval of Minutes

---

**Subject** 23.01 DIS - Approval of Minutes  
**Meeting** Oct 3, 2012 - Regular Meeting  
**Category** 23. Approval of Minutes  
**Access** Public  
**Type** Discussion

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

Special Meeting of September 19, 2012  
Regular Meeting of September 19, 2012

**File Attachments**

[Min 9-19-12 Special Meeting.pdf \(12.572 KB\)](#)

[Min 9-19-12 Regular Meeting.pdf \(3.828 KB\)](#)

1. The first part of the report...

2. The second part of the report...

3. The third part of the report...

4. The fourth part of the report...

5. The fifth part of the report...

6. The sixth part of the report...

7. The seventh part of the report...

8. The eighth part of the report...

9. The ninth part of the report...

10. The tenth part of the report...

## **24. Close of Meeting**

---

**Subject**            **24.01 - 24.01 Close of Meeting**  
**Meeting**            Oct 3, 2012 - Regular Meeting  
**Category**           24. Close of Meeting  
**Access**             Public  
**Type**                Action

### **24.01 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	Sept 5, 2012	Mr. Patterson 2nd Dr. Prinsky	Chancellor	Full report from Enterprise Corporation regarding the tax advice response, and proposals for reaching the savings each year.	October 3, 2012	P
2	August 6, 2012 SM	Mr. Patterson 2nd Mr. Moreno	Chancellor	Provide a report, with assistance of District General Counsel, regarding contract signatures, specifically clarifying how the District knows who is signing contracts on behalf of vendors and how do we verify that these individuals are authorized to sign the contracts.	November 2012	P
3	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
4	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
5	June 20, 2012	Mr. Patterson 2nd Mr. Moreno	Chancellor (Dr. Hirsh and Mr. Dunn)	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.	October 2012	P
6	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.	January 16, 2013	P
7	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
8	May 16, 2012	Mr. Moreno 2nd Dr. Prinsky	Chancellor/College President	Provide a follow up report on revenue issues at the Golden West College Writing Center.	November 2012	P
9	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	January 16, 2013	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
10	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
11	Sept 17, 2008	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Annual Report September 18, 2013	P



**Special Meeting**  
**Board of Trustees**  
**Coast Community College District**  
**Board Conference Room**

4:00 p.m.

Wednesday, September 19, 2012

**MINUTES\***

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 19, 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 4:04 p.m.

**2. Roll Call**

Trustees Present: Moreno, Hornbuckle, Prinsky, Patterson and Grant  
Trustees Absent: Student Trustee Torre was excused

**3. Opportunity for Public Comment**

There were no requests to address the Board.

**4. Review of the Brown Act by Dr. Jack Lipton, District General Counsel.**

Dr. Jack Lipton, District General Counsel, presented a review of the Brown Act to the Board.

**5. Adjournment**

On a motion by Trustee Prinsky and seconded by Trustee Patterson, the Board voted to adjourn the meeting at 5:00 p.m.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Prinsky, Patterson and Grant  
Noes: None  
Absent: Student Trustee Torre  
Abstain: None

---

Secretary of the Board of Trustees

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



## The Brown Act

---

**Jack P. Lipton, Ph.D., Esq.**  
**General Counsel**  
**Coast Community College District**

**Burke, Williams & Sorensen, LLP**  
**1851 East First Street, Suite 1550**  
**Santa Ana, California 92705**  
**800.333.4297**  
**jllipton@bwslaw.com**

**September 19, 2012**





**54950.** In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

**54950.5.** This chapter shall be known as the Ralph M. Brown Act.

**54951.** As used in this chapter, "local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.

**54952.** As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.

(b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision-making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.



**(2)** Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

**(d)** The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the *Health and Safety Code* after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

**54952.1.** Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

**54952.2.(a)** As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

**(b) (1)** A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

**(2)** Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

**(c)** Nothing in this section shall impose the requirements of this chapter upon any of the following:

**(1)** Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).



**(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.**

**(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.**

**(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.**

**(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.**

**(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.**

**54952.3. (a) A legislative body that has convened a meeting and whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order, only if a clerk or a member of the convened legislative body verbally announces, prior to convening any simultaneous or serial order meeting of that subsequent legislative body, the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body and identifies that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend. However, the clerk or member of the legislative body shall not be required to announce the amount of**





compensation if the amount of compensation is prescribed in statute and no additional compensation has been authorized by a local agency.

**(b)** For purposes of this section, compensation and stipend shall not include amounts reimbursed for actual and necessary expenses incurred by a member in the performance of the member's official duties, including, but not limited to, reimbursement of expenses relating to travel, meals, and lodging.

**54952.6.** As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance.

**54952.7.** A legislative body of a local agency may require that a copy of this chapter be given to each member of the legislative body and any person elected to serve as a member of the legislative body who has not assumed the duties of office. An elected legislative body of a local agency may require that a copy of this chapter be given to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

**54953. (a)** All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

**(b) (1)** Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

**(2)** Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by roll call.

**(3)** If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction,



except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) No legislative body shall take action by secret ballot, whether preliminary or final.

**54953.1.** The provisions of this chapter shall not be construed to prohibit the members of the legislative body of a local agency from giving testimony in private before a grand jury, either as individuals or as a body.

**54953.2.** All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof.

**54953.3.** A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance. If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.

**54953.5. (a)** Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

**(b)** Any audio or video recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the taping or recording. Any inspection of a video or tape recording shall



be provided without charge on a video or tape player made available by the local agency.

**54953.6.** No legislative body of a local agency shall prohibit or otherwise restrict the broadcast of its open and public meetings in the absence of a reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

**54953.7.** Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose such requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

**54954. (a)** Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.

**(b)** Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:

**(1)** Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.

**(2)** Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.

**(3)** Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency's jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.





**(4)** Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.

**(5)** Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

**(6)** Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

**(7)** Visit the office of the local agency's legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

**(c)** Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:

**(1)** Attend a conference on nonadversarial collective bargaining techniques.

**(2)** Interview members of the public residing in another district with reference to the trustees' potential employment of an applicant for the position of the superintendent of the district.

**(3)** Interview a potential employee from another district.

**(d)** Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.

**(e)** If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

**54954.1.** Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as



required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first. Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year. The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received.

**54954.2. (a) (1)** At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

**(2)** No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

**(b)** Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below.



Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web Site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

**54954.3. (a)** Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2. However, the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body. Every notice for a special meeting shall provide an opportunity for members of the





public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

**54954.4. (a)** The Legislature hereby finds and declares that Section 12 of Chapter 641 of the Statutes of 1986, authorizing reimbursement to local agencies and school districts for costs mandated by the state pursuant to that act, shall be interpreted strictly. The intent of the Legislature is to provide reimbursement for only those costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986.

(b) In this regard, the Legislature directs all state employees and officials involved in reviewing or authorizing claims for reimbursement, or otherwise participating in the reimbursement process, to rigorously review each claim and authorize only those claims, or parts thereof, which represent costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986 and for which complete documentation exists. For purposes of Section 54954.2, costs eligible for reimbursement shall only include the actual cost to post a single agenda for any one meeting.

(c) The Legislature hereby finds and declares that complete, faithful, and uninterrupted compliance with the Ralph M. Brown Act [Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the *Government Code*] is a matter of overriding public importance. Unless specifically stated, no future Budget Act, or related budget enactments, shall, in any manner, be interpreted to suspend, eliminate, or otherwise modify the legal obligation and duty of local agencies to fully comply with Chapter 641 of the Statutes of 1986 in a complete, faithful, and uninterrupted manner.

**54954.5.** For purposes of describing closed session items pursuant to Section 54954.2, the agenda may describe closed sessions as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items were described in substantial compliance with this section. Substantial compliance is satisfied by including the information provided below, irrespective of its format.



(a) With respect to a closed session held pursuant to Section 54956.7:

**LICENSE/PERMIT DETERMINATION**

Applicant(s): (Specify number of applicants)

(b) With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

(c) With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

**CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION**

(Subdivision (a) of Section 54956.9)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers) or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

**CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (Specify number of potential cases)

(In addition to the information noticed above, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to subparagraphs (B) to (E), inclusive, of paragraph (3) of subdivision (b) of Section 54956.9.)



Initiation of litigation pursuant to subdivision (c) of Section 54956.9: (Specify number of potential cases)

(d) With respect to every item of business to be discussed in closed session pursuant to Section 54956.95:

**LIABILITY CLAIMS**

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

(e) With respect to every item of business to be discussed in closed session pursuant to Section 54957:

**THREAT TO PUBLIC SERVICES OR FACILITIES**

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

**PUBLIC EMPLOYEE APPOINTMENT**

Title: (Specify description of position to be filled)

**PUBLIC EMPLOYMENT**

Title: (Specify description of position to be filled)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: (Specify position title of employee being reviewed)

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

(f) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open





session held prior to the closed session.) Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

(g) With respect to closed sessions called pursuant to Section 54957.8:

**CASE REVIEW/PLANNING**

(No additional information is required in connection with a closed session to consider case review or planning.)

(h) With respect to every item of business to be discussed in closed session pursuant to Sections 1461, 32106, and 32155 of the *Health and Safety Code* or Sections 37606 and 37624.3 of the *Government Code*:

**REPORT INVOLVING TRADE SECRET**

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility)

Estimated date of public disclosure: (Specify month and year)

**HEARINGS**

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee)

(i) With respect to every item of business to be discussed in closed session pursuant to Section 54956.86:

**CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW**

(No additional information is required in connection with a closed session to discuss a charge or complaint pursuant to Section 54956.86.)

(j) With respect to every item of business to be discussed in closed session pursuant to Section 54956.96:



**CONFERENCE INVOLVING A JOINT POWERS AGENCY (Specify by name)**

Discussion will concern: (Specify closed session description used by the joint powers agency)

Name of local agency representative on joint powers agency board:

(Specify name)

(Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives.)

(k) With respect to every item of business to be discussed in closed session pursuant to Section 54956.75:

**AUDIT BY BUREAU OF STATE AUDITS**

**54954.6. (a) (1)** Before adopting any new or increased general tax or any new or increased assessment, the legislative body of a local agency shall conduct at least one public meeting at which local officials shall allow public testimony regarding the proposed new or increased general tax or new or increased assessment in addition to the noticed public hearing at which the legislative body proposes to enact or increase the general tax or assessment.

For purposes of this section, the term "new or increased assessment" does not include any of the following:

(A) A fee that does not exceed the reasonable cost of providing the services, facilities, or regulatory activity for which the fee is charged.

(B) A service charge, rate, or charge, unless a special district's principal act requires the service charge, rate, or charge to conform to the requirements of this section.

(C) An ongoing annual assessment if it is imposed at the same or lower amount as any previous year.

(D) An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public pursuant to subparagraph (G) of paragraph (2) of subdivision (c) and that was previously adopted by the agency or approved by the voters in the area where the assessment is imposed.

(E) Standby or immediate availability charges.

(2) The legislative body shall provide at least 45 days' public notice of the public hearing at which the legislative body proposes to enact or increase the general tax or



assessment. The legislative body shall provide notice for the public meeting at the same time and in the same document as the notice for the public hearing, but the meeting shall occur prior to the hearing.

**(b) (1)** The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased general tax shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant to Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the first publication of the joint notice pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. Notwithstanding paragraph (2) of subdivision (a), the joint notice need not include notice of the public meeting after the meeting has taken place. The public hearing pursuant to subdivision (a) shall take place no earlier than 45 days after the first publication of the joint notice pursuant to this subdivision. Any written request for mailed notices shall be effective for one year from the date on which it is filed unless a renewal request is filed.

Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

**(2)** The notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

**(A)** The amount or rate of the tax. If the tax is proposed to be increased from any previous year, the joint notice shall separately state both the existing tax rate and the proposed tax rate increase.

**(B)** The activity to be taxed.

**(C)** The estimated amount of revenue to be raised by the tax annually.

**(D)** The method and frequency for collecting the tax.

**(E)** The dates, times, and locations of the public meeting and hearing described in subdivision (a).

**(F)** The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the tax.

**(c) (1)** The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased assessment on real property or business shall be accomplished through a mailing, postage prepaid, in the



United States mail and shall be deemed given when so deposited. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the joint mailing pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision. The envelope or the cover of the mailing shall include the name of the local agency and the return address of the sender. This mailed notice shall be in at least 10-point type and shall be given to all property owners or business owners proposed to be subject to the new or increased assessment by a mailing by name to those persons whose names and addresses appear on the last equalized county assessment roll, the State Board of Equalization assessment roll, or the local agency's records pertaining to business ownership, as the case may be.

(2) The joint notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) In the case of an assessment proposed to be levied on property, the estimated amount of the assessment per parcel. In the case of an assessment proposed to be levied on businesses, the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of assessment to be levied against each business. If the assessment is proposed to be increased from any previous year, the joint notice shall separately state both the amount of the existing assessment and the proposed assessment increase.

(B) A general description of the purpose or improvements that the assessment will fund.

(C) The address to which property owners may mail a protest against the assessment.

(D) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the assessment.

(E) A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so provides. Notice shall also state the percentage of protests required to trigger an election, if applicable.

(F) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(G) A proposed assessment formula or range as described in subparagraph (D) of paragraph (1) of subdivision (a) if applicable and that is noticed pursuant to this section.

(3) Notwithstanding paragraph (1), in the case of an assessment that is proposed exclusively for operation and maintenance expenses imposed throughout the entire local agency, or exclusively for operation and maintenance assessments proposed to be levied on 50,000 parcels or more, notice may be provided pursuant to this subdivision or pursuant to paragraph (1) of subdivision (b) and shall include the





estimated amount of the assessment of various types, amounts, or uses of property and the information required by subparagraphs (B) to (G), inclusive, of paragraph (2) of subdivision (c).

(4) Notwithstanding paragraph (1), in the case of an assessment proposed to be levied pursuant to Part 2 (commencing with Section 22500) of Division 2 of the *Streets and Highways Code* by a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of Division 5 of, or pursuant to Division 26 (commencing with Section 35100) of, the *Public Resources Code*, notice may be provided pursuant to paragraph (1) of subdivision (b).

(d) The notice requirements imposed by this section shall be construed as additional to, and not to supersede, existing provisions of law, and shall be applied concurrently with the existing provisions so as to not delay or prolong the governmental decision-making process.

(e) This section shall not apply to any new or increased general tax or any new or increased assessment that requires an election of either of the following:

(1) The property owners subject to the assessment.

(2) The voters within the local agency imposing the tax or assessment.

(f) Nothing in this section shall prohibit a local agency from holding a consolidated meeting or hearing at which the legislative body discusses multiple tax or assessment proposals.

(g) The local agency may recover the reasonable costs of public meetings, public hearings, and notice required by this section from the proceeds of the tax or assessment. The costs recovered for these purposes, whether recovered pursuant to this subdivision or any other provision of law, shall not exceed the reasonable costs of the public meetings, public hearings, and notice.

(h) Any new or increased assessment that is subject to the notice and hearing provisions of Article XIII C or XIII D of the California Constitution is not subject to the notice and hearing requirements of this section.

**54955.** The legislative body of a local agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the legislative body may declare the meeting adjourned to a stated time and place and he shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as



provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

**54955.1.** Any hearing being held, or noticed or ordered to be held, by a legislative body of a local agency at any meeting may by order or notice of continuance be continued or reconvened to any subsequent meeting of the legislative body in the same manner and to the same extent set forth in Section 54955 for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

**54956. (a)** A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's Internet Web site, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telegram. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

**(b)** Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.



(c) For purposes of subdivision (a), the requirement that the agency be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

**54956.5. (a)** For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting. This notice shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the



members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

**(d)** All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

**(e)** The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

**54956.6.** No fees may be charged by the legislative body of a local agency for carrying out any provision of this chapter, except as specifically authorized by this chapter.

**54956.7.** Whenever a legislative body of a local agency determines that it is necessary to discuss and determine whether an applicant for a license or license renewal, who has a criminal record, is sufficiently rehabilitated to obtain the license, the legislative body may hold a closed session with the applicant and the applicant's attorney, if any, for the purpose of holding the discussion and making the determination. If the legislative body determines, as a result of the closed session, that the issuance or renewal of the license should be denied, the applicant shall be offered the opportunity to withdraw the application. If the applicant withdraws the application, no record shall be kept of the discussions or decisions made at the closed session and all matters relating to the closed session shall be confidential. If the applicant does not withdraw the application, the legislative body shall take action at the public meeting during which the closed session is held or at its next public meeting denying the application for the license but all matters relating to the closed session are confidential and shall not be disclosed without the consent of the applicant, except in an action by an applicant who has been denied a license challenging the denial of the license.

**54956.75. (a)** Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency that has received a confidential final draft audit report from the Bureau of State Audits from holding closed sessions to discuss its response to that report.

**(b)** After the public release of an audit report by the Bureau of State Audits, if a legislative body of a local agency meets to discuss the audit report, it shall do so in an open session unless exempted from that requirement by some other provision of law.





**54956.8.** Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate.

For purposes of this section, negotiators may be members of the legislative body of the local agency.

For purposes of this section, "lease" includes renewal or renegotiation of a lease.

Nothing in this section shall preclude a local agency from holding a closed session for discussions regarding eminent domain proceedings pursuant to Section 54956.9.

**54956.81.** Notwithstanding any other provision of this chapter, a legislative body of a local agency that invests pension funds may hold a closed session to consider the purchase or sale of particular, specific pension fund investments. All investment transaction decisions made during the closed session shall be made by rollcall vote entered into the minutes of the closed session as provided in subdivision (a) of Section 54957.2.

**54956.86.** Notwithstanding any other provision of this chapter, a legislative body of a local agency which provides services pursuant to Section 14087.3 of the *Welfare and Institutions Code* may hold a closed session to hear a charge or complaint from a member enrolled in its health plan if the member does not wish to have his or her name, medical status, or other information that is protected by federal law publicly disclosed. Prior to holding a closed session pursuant to this section, the legislative body shall inform the member, in writing, of his or her right to have the charge or complaint heard in an open session rather than a closed session.

**54956.87. (a)** Notwithstanding any other provision of this chapter, the records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the *Health and Safety Code*) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulas or calculations for these payments, and contract negotiations with providers of health care for alternative rates



are exempt from disclosure for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption.

(b) Notwithstanding any other provision of law, the governing board of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the *Health and Safety Code*) and that is governed by a county board of supervisors may order that a meeting held solely for the purpose of discussion or taking action on health plan trade secrets, as defined in subdivision (f), shall be held in closed session. The requirements of making a public report of action taken in closed session, and the vote or abstention of every member present, may be limited to a brief general description without the information constituting the trade secret.

(c) Notwithstanding any other provision of law, the governing board of a health plan may meet in closed session to consider and take action on matters pertaining to contracts and contract negotiations by the health plan with providers of health care services concerning all matters related to rates of payment. The governing board may delete the portion or portions containing trade secrets from any documents that were finally approved in the closed session held pursuant to subdivision (b) that are provided to persons who have made the timely or standing request.

(d) Nothing in this section shall be construed as preventing the governing board from meeting in closed session as otherwise provided by law.

(e) The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Corporations in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the *Health and Safety Code*.

(f) For purposes of this section, "health plan trade secret" means a trade secret, as defined in subdivision (d) of Section 3426.1 of the *Civil Code*, that also meets both of the following criteria:

(1) The secrecy of the information is necessary for the health plan to initiate a new service, program, marketing strategy, business plan, or technology, or to add a benefit or product.

(2) Premature disclosure of the trade secret would create a substantial probability of depriving the health plan of a substantial economic benefit or opportunity.



**54956.9.** Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation.

For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter.

For purposes of this section, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

For purposes of this section, litigation shall be considered pending when any of the following circumstances exist:

(a) Litigation, to which the local agency is a party, has been initiated formally.

(b) (1) A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

(2) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (1) of this subdivision.

(3) For purposes of paragraphs (1) and (2), "existing facts and circumstances" shall consist only of one of the following:

(A) Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

(B) Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs, which facts or circumstances shall be publicly stated on the agenda or announced.

(C) The receipt of a claim pursuant to the Tort Claims Act or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.

(D) A statement made by a person in an open and public meeting threatening litigation on a specific matter within the responsibility of the legislative body.



**(E)** A statement threatening litigation made by a person outside an open and public meeting on a specific matter within the responsibility of the legislative body so long as the official or employee of the local agency receiving knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting, which record shall be available for public inspection pursuant to Section 54957.5. The records so created need not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on their behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed.

**(F)** Nothing in this section shall require disclosure of written communications that are privileged and not subject to disclosure pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

**(c)** Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the subdivision of this section that authorizes the closed session. If the session is closed pursuant to subdivision (a), the body shall state the title of or otherwise specifically identify the litigation to be discussed, unless the body states that to do so would jeopardize the agency's ability to effectuate service of process upon one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

A local agency shall be considered to be a "party" or to have a "significant exposure to litigation" if an officer or employee of the local agency is a party or has significant exposure to litigation concerning prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which it is an issue whether an activity is outside the course and scope of the office or employment.

**54956.95. (a)** Nothing in this chapter shall be construed to prevent a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, for purposes of insurance pooling, or a local agency member of the joint powers agency, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the joint powers agency or a local agency member of the joint powers agency.

**(b)** Nothing in this chapter shall be construed to prevent the Local Agency Self-Insurance Authority formed pursuant to Chapter 5.5 (commencing with Section 6599.01) of Division 7 of Title 1, or a local agency member of the authority, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses,





or workers' compensation liability incurred by the authority or a local agency member of the authority.

(c) Nothing in this section shall be construed to affect Section 54956.9 with respect to any other local agency.

**54956.96. (a)** Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that member local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that member local agency.

(B) Other members of the legislative body of the local agency present in a closed session of that member local agency.

(2) Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a).

**54957. (a)** Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions with the Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities.



**(b) (1)** Subject to paragraph (2), nothing contained in this chapter shall be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

**(2)** As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of his or her right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.

**(3)** The legislative body also may exclude from the public or closed meeting, during the examination of a witness, any or all other witnesses in the matter being investigated by the legislative body.

**(4)** For the purposes of this subdivision, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee but shall not include any elected official, member of a legislative body or other independent contractors. Nothing in this subdivision shall limit local officials' ability to hold closed session meetings pursuant to Sections 1461, 32106, and 32155 of the *Health and Safety Code* or Sections 37606 and 37624.3 of the *Government Code*. Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

**54957.1. (a)** The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows:

**(1)** Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:

**(A)** If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.

**(B)** If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.



(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

(A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.

(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.

(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(7) Pension fund investment transaction decisions made pursuant to Section 54958.81 shall be disclosed at the first open meeting of the legislative body held after the earlier



of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.

**(b)** Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retyping, the documents need not be released until the retyping is completed during normal business hours, provided that the presiding officer of the legislative body or his or her designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information.

**(c)** The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retyping is complete.

**(d)** Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.

**(e)** No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section.

**(f)** This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

**54957.2. (a)** The legislative body of a local agency may, by ordinance or resolution, designate a clerk or other officer or employee of the local agency who shall then attend each closed session of the legislative body and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book made pursuant to this section is not a public record subject to inspection pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and shall be kept confidential. The minute book shall be available only to members of the legislative body or, if a violation of this chapter is alleged to have occurred at a closed session, to a court of general jurisdiction wherein the local agency lies. Such minute book may, but need not, consist of a recording of the closed session.





**(b)** An elected legislative body of a local agency may require that each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body keep a minute book as prescribed under subdivision (a).

**54957.5. (a)** Notwithstanding Section 6255 or any other provisions of law, agendas of public meetings and any other writings, when distributed to all, or a majority of all, of the members of a legislative body of a local agency by any person in connection with a matter subject to discussion or consideration at an open meeting of the body, are disclosable public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1), and shall be made available upon request without delay. However, this section shall not include any writing exempt from public disclosure under Section 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

**(b) (1)** If a writing that is a public record under subdivision (a), and that relates to an agenda item for an open session of a regular meeting of the legislative body of a local agency, is distributed less than 72 hours prior to that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

**(2)** A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose. Each local agency shall list the address of this office or location on the agendas for all meetings of the legislative body of that agency. The local agency also may post the writing on the local agency's Internet Web site in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

**(3)** This subdivision shall become operative on July 1, 2008.

**(c)** Writings that are public records under subdivision (a) and that are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof.

**(d)** Nothing in this chapter shall be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 6253; except that no surcharge shall be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132), and the federal rules and regulations adopted in implementation thereof.

**(e)** This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the



California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1). Nothing in this chapter shall be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

**54957.6. (a)** Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

Closed sessions of a legislative body of a local agency, as permitted in this section, shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

Closed sessions, as permitted in this section, may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

Closed sessions with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

Closed sessions held pursuant to this section shall not include final action on the proposed compensation of one or more unrepresented employees.

For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

**(b)** For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

**54957.7. (a)** Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.



**(b)** After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

**(c)** The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

**54957.8. (a)** For purposes of this section, "multijurisdictional law enforcement agency" means a joint powers entity formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that provides law enforcement services for the parties to the joint powers agreement for the purpose of investigating criminal activity involving drugs; gangs; sex crimes; firearms trafficking or felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft.

**(b)** Nothing contained in this chapter shall be construed to prevent the legislative body of a multijurisdictional law enforcement agency, or an advisory body of a multijurisdictional law enforcement agency, from holding closed sessions to discuss the case records of any ongoing criminal investigation of the multijurisdictional law enforcement agency or of any party to the joint powers agreement, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.

**54957.9.** In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**54957.10.** Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions to discuss a local agency employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.



**54958.** The provisions of this chapter shall apply to the legislative body of every local agency notwithstanding the conflicting provisions of any other state law.

**54959.** Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.

**54960. (a)** The district attorney or any interested person may commence an action by mandamus, injunction or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to actions or threatened future action of the legislative body, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

**(b)** The court in its discretion may, upon a judgment of a violation of Section 54956.7, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

**(c) (1)** Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.

**(2)** The audio recordings shall be subject to the following discovery procedures:

**(A)** In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the *Code of Civil Procedure*.

**(B)** The notice shall include, in addition to the items required by Section 1010 of the *Code of Civil Procedure*, all of the following:

**(1)** Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency which has custody and control of the recording.





(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.

(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, *in camera*, the recording of that portion of the closed session alleged to have violated the act.

(4) If, following the *in camera* review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.

(5) Nothing in this section shall permit discovery of communications that are protected by the attorney-client privilege.

**54950.1. (a)** The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section. Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to



commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.

**54960.5.** A court may award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to Section 54960 or 54960.1 where it is found that a legislative body of the local agency has violated this chapter. The costs and fees shall be paid by the local agency and shall not become a personal liability of any public officer or employee of the local agency.



A court may award court costs and reasonable attorney fees to a defendant in any action brought pursuant to Section 54960 or 54960.1 where the defendant has prevailed in a final determination of such action and the court finds that the action was clearly frivolous and totally lacking in merit.

**54961. (a)** No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

**(b)** No notice, agenda, announcement, or report required under this chapter need identify any victim or alleged victim of tortuous sexual conduct or child abuse unless the identity of the person has been publicly disclosed.

**54962.** Except as expressly authorized by this chapter, or by Sections 1461, 1462, 32106, and 32155 of the *Health and Safety Code*, or by Sections 37606, 37606.1, and 37624.3 of the *Government Code* as they apply to hospitals, or by any provision of the *Education Code* pertaining to school districts and community college districts, no closed session may be held by any legislative body of any local agency.

**54963. (a)** A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

**(b)** For purposes of this section, "confidential information" means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

**(c)** Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

**(1)** Injunctive relief to prevent the disclosure of confidential information prohibited by this section.

**(2)** Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.

**(3)** Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grand jury.



**(d)** Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.

**(e)** A local agency may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:

**(1)** Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency.

**(2)** Expressing an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.

**(3)** Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.

**(f)** Nothing in this section shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the *Labor Code* or Article 4.5 (commencing with Section 53296) of Chapter 2 of this code.





**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**  
**District Board Room**

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

Wednesday, September 19, 2012

**MINUTES\***

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 19, 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 5:10 p.m.

**1.02 Roll Call**

Trustees Present: Moreno, Hornbuckle, Patterson, Prinsky and Grant.  
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.)

Ms. Julie Frazier-Mathews, Secretary of the Board of Trustees, announced a correction to Item 1.04e, Conference with Legal Counsel: Anticipated Litigation, to change the number of cases from 3 to 4.

The Board recessed to Closed Session at 5:15 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  
Acting Risk Services Manager
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments  
Special Assignment  
Staff Assistant  
Accounting Assistant III  
Staff Assistant Sr.  
Coordinator of Community Services  
Administrative Director, Information Technology  
Lead Mechanic  
Applications Project Coordinator  
Student Financial Aid Specialist
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  
Coast Federation of Classified Employees vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5682-E  
Coast Federation of Educators vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5714-E  
Janet Redding vs. California Community Colleges, et al., Sacramento County Superior Court, Case No. 34-2012-00120487  
Haedeh Khamneian vs. Coast Community College District, Office of Administrative Hearings Case No. 2012070966

**e. Conference with Legal Counsel: Anticipated Litigation**

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

1. Construction Delays at Golden West College
2. Claim by American Fire and Casualty Company
3. Claim by John Merzweiler
4. Learning Center

**f. Conference with Labor Negotiator**

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization:  
Educational Administrators

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),

**1.05 Reconvene Regular Meeting**

The meeting was reconvened by Board President Moreno at 6:40 p.m.

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

Trustee Hornbuckle led the Pledge of Allegiance.

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

Ms. Julie Frazier-Mathews, Secretary of the Board of Trustees, reported that on a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve all personnel items in Item 1.04b. Public Employment. (See Appendix A. pages 14-23)

Motion carried with the following vote:



Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant  
Noes: None  
Absent: Student Trustee Torre  
Abstain: None

Additionally, for Item 1.04d, Conference with Legal Counsel: Existing Litigation, Coast Federation of Educators vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5714-E, Ms. Frazier-Mathews reported that on a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted unanimously to authorize legal counsel to respond to the complaint.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant  
Noes: None  
Absent: Student Trustee Torre  
Abstain: None

Additionally, for Item 1.04e., Conference with Legal Counsel: Anticipated Litigation, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted unanimously to deny the claim by American Fire and Casualty Company.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant  
Noes: None  
Absent: Student Trustee Torre  
Abstain: None

Finally, for Item 1.04e. Conference with Legal Counsel: Anticipated Litigation, on a motion by Trustee Patterson, seconded by Trustee Grant, the Board voted unanimously to deny the claim by John Merzweiler.

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)**

Ms. Natasha Solouki, student at Orange Coast College, addressed the Board regarding the OCC Recycling Center Project. Trustee Jerry Patterson, on behalf of the Land Development Committee, Orange Coast College President Dr. Dennis Harkins and Orange Coast College Vice President of Administrative Services Dr. Richard Pagel responded to her comments.

**2.00 Informative Reports**

**2.01 Report from the Chancellor**

Dr. Andrew Jones, Chancellor, provided a report to the Board.

**2.02 Reports from the Presidents**

The following College Presidents provided reports to the Board:

Mr. Wes Bryan, President of Golden West College  
Dr. Dennis Harkins, President of Orange Coast College  
Dr. Lori Adrian, President of Coastline College

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

The following representative provided a report to the Board on behalf of the student government organizations:

Mr. Kolby Keo, Orange Coast College

**2.04 Reports from the Academic Senate Presidents**

The following Academic Senate Presidents provided reports to the Board:

Mr. Pedro Gutierrez, Coastline Community College Academic Senate President  
Mr. Gregg Carr, Golden West College Academic Senate President  
Ms. Vesna Marcina, Orange Coast College Academic Senate President

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

Mr. Dean Mancina, Coast Federation of Educators/American Federation of Teachers  
(CFE/AFT)  
Mr. Thomas Selzer, Coast District Management Association (CDMA)

**2.06 Reports from the Board of Trustees**

The Board members provided individual reports at this time.

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

The Board reviewed the dates of the upcoming Board Committee meetings, and provided updates on committee activities and meetings.

**2.08 Diversity Report**

The Board received and discussed a Diversity Report, presented by Shannon O'Connor, Human Resources Manager of Recruitment and Staff Analysis. Board members discussed the report findings as well as the need to increase the diversity of District employees and to explore strategies that would aid development of a more diverse recruitment pool. (See Appendix B. pages 24-37)

**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 September 19, 2012 Agenda.

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

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

**3.03 The Board Directives Log**

The Board reviewed and discussed the Board Directives Log.

Chancellor Jones gave a presentation to the Board regarding Item #4, the dividend distribution from the Coast Community College Enterprise Corporation. The Chancellor and Dr. Andreea Serban, Vice Chancellor of Educational Services, answered questions from the Board, and the Board discussed the use of funds from the Enterprise Dividend to support class offerings. (See Appendix C. pages 38-42)

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to make changes to the Board Directives Log. The due date for Item #2 regarding contract signatures was revised to November 2012. For Item #12, Diversity Report, the due date was revised to September 18, 2013. Item #4 was removed from the Log.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

**CONSENT CALENDAR (Items 4-23)**

On a motion by Trustee Grant, seconded by Trustee Hornbuckle, 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**

**24.00 Approval of Agreements**

At the request of Chancellor Jones, the following items were pulled:

24.01 Approval of Employment Agreement, Vice Chancellor of Finance and Administrative Services

24.02 DIS - Approval of Employment Agreement, Vice Chancellor of Human Resources

- 24.03 DIS - Approval of Employment Agreement, President, Golden West College
- 24.04 DIS - Approval of Employment Agreement, President, Orange Coast College
- 24.05 DIS - Approval of Employment Agreement, President, Coastline Community College

**24.06 DIS - Approval of Non-Standard Agreement with the Community College League of California (CCLC) to Provide Services and Expertise to Reorganize and Update the Human Resource-Related Policies/Procedures**

After discussion between the Board, Dr. Deborah Hirsh, Vice Chancellor of Human Resources, and Dr. Andreea Serban, Vice Chancellor of Educational Services, on a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve the Agreement with Community College League of California, making a change on page 1 of the contract, deleting the verbiage "as a starting point". It was also agreed that the policies be brought to an ad hoc Personnel Committee for review. The Board President or designee is authorized to sign the agreement, and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Not to exceed \$20,000.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

**24.07 DIS - Approve Non-Standard Professional Services Agreement and Statements of Work 2 and 3 between Strata Information Group and the Coast Community College District to Provide Services to Conduct an Assessment of the CCCD Banner® Systems and Business Process Analysis Services**

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to approve the Agreement between Strata Information Group and Coast Community College District to provide senior consulting services to conduct an assessment of the CCCD Banner® System. The term of this Professional Services Agreement is from September 6, 2012 to September 5, 2015. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review & Impact: Total estimated cost of \$51,000, based upon \$25,500 for each Statement of Work Functional Area Assessment, with possible travel costs capped at \$1,700 per trip per consultant, if necessary, to be paid from general funds.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None



**24.08 GWC - Approve Non-Standard Agreement between The Regents of the University of California and the Coast Community College District to Administer the Puente Project**

Golden West College President, Mr. Wes Bryan, gave a brief description of the Puente Project to the Board. On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Agreement between The Regents of the University of California and the Coast Community College District to administer the Puente Project, 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: The College will contribute \$5,000 annually for student field trips, program activities, and supplies to be paid from General funds.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

**24.09 GWC - Approve Non-Standard Agreement between California Community College Chancellor's Office and the Coast Community College District for Testing Center at Golden West College**

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Agreement between California Community College Chancellor's office and the Coast Community College District for Regional Testing Center to provide certified nurse assistant testing services from July 1, 2012 through June 30, 2017. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$100,000 to be paid from RHORC RTC Trust funds.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

**24.10 GWC - Approve Non-Standard Agreement between ThreeForks, Inc. and the Coast Community College District for Financial Aid Software Consultation**

After discussion by the Board and District General Counsel, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Agreement between ThreeForks, Inc. and the Coast Community College District for financial aid software consultation, on September 20, 2012, with an amendment to the Agreement to read "between the Coast Community College District on behalf of Golden West College". The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$2,000 to be paid from BFAP funds.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

**24.11 OCC - Approve Non-Standard Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the Purpose of Utilizing the Conference Center Facilities, Equipment and Food Services to Host the Annual ASOCC Leadership Conference**

On a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve the Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the purpose of utilizing the conference center facilities, equipment, and food services to host the annual ASOCC Leadership Conference. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to fund \$8,666.63 from ASOCC Budget # 1050-584010.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

**24.12 CCC - Approve Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District (Coastline Community College) for the Operation of an Early College High School for the 2012-2013 High School Year**

On a motion by Trustee Hornbuckle, seconded by Trustee Grant, the Board voted to approve the Memorandum of Understanding between the Newport-Mesa Unified School District and the Coast Community College District. This Memorandum of Understanding sets forth the responsibilities of both parties for the operation of the Early College High School program for the 2012-2013 school year. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. The Trustees expressed concern regarding the students involved in this program, as the Agreement ends on December 31, 2012., and requested that the Chancellor provide them with an update on the status of the program for the second half of the school year.

Fiscal Review and Impact: \$15,000, for counseling and administrative support functions from general funds, subject to offset by increased FTE generation due to college class enrollment by ECHS students.

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 OCC - Independent Contractors Over \$50,000**

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve Accounting Principles to provide accounting services for Orange Coast College on an interim basis while a search is conducted for the permanent position of Director of Fiscal Services. Compensation to be paid at a rate of \$59.61 per hour, for a total of six months, for a total of \$60,000.

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 Resolution #12-33 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care and Development Program Grant (CCTR-2167)**

On a motion by Trustee Hornbuckle, seconded by Trustee Grant, the Board voted to adopt Resolution #12-33 to amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care and 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 Resolution #12-34 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)**

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to adopt Resolution #12-34 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California 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 Resolution #12-35 Authorization of Signatures**

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to approve Resolution #12-35 authorizing Daniela Thompson, Administrative Director, Fiscal Affairs, Andrew C. Jones, Ed.D., Chancellor, and Andrew Dunn, Vice Chancellor of Administrative Services, to sign (or use facsimile signatures) payroll notices of employment/changes of status (NOE/CS), time sheets warrant signatures, and other documents as authorized by the Board of Trustees.

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 Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the Minutes of the Regular Meeting of September 5, 2012, Special Meeting of September 5, 2012 and Special Meeting of September 11, 2012.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

At 8:33 p.m., the meeting was recessed and the Board returned to Closed Session.

Board President Moreno reconvened to Open Session at 10:05 p.m. There was no report of any action from Closed Session.

**28.00 Close of Meeting**

**28.01 Adjournment**

There being no further business, on a motion by Trustee Grant, seconded by Trustee Patterson, the Board voted to adjourn the meeting at 10:07 p.m. in memory of Barbara Menard.



Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre  
Noes: None  
Absent: None  
Abstain: None

---

Secretary of the Board of Trustees

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

**APPENDIX**

	Pages
A. Public Employment.....	14-23
B. Diversity Report.....	24-37
C. CCCD Community Education Report.....	38-42

## 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

#### MATH WORKSHOPS FOR BASIC SKILLS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cao, Thomas	09/20/12	06/30/13	EXH	\$29.46

#### ASTRONOMY ADVISOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ostrowski, Kenneth	09/20/12	12/31/12	EXH	\$29.46

#### TRAINING AND INSTRUCTIONAL MATERIAL – HOMELAND SECURITY/BRIDGE TO CITIZENSHIP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lee, Sheryl	09/20/12	06/30/13	EXH	\$29.46

#### CULTURAL TRAINING FOR INSTRUCTORS – EDUCATION BOUND PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ellis, Altis	09/20/12	12/31/12	EXH	\$29.46

### GOLDEN WEST COLLEGE

#### CALWORKS POLICIES AND STATE REPORTING REQUIREMENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lane, Andrea	09/20/12	12/16/12	EXM	\$43.55

#### STUDENT LEARNING OUTCOMES COORDINATOR (Per Article XI CFE Agreement)

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cassens, Treisa	08/27/12	12/16/12	EXM	\$43.55

Justification: Additional assignment added late

#### SPECIAL PROJECT: BOARD OF REGISTERED NURSING REQUIREMENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hils-Williams, J.	07/01/12	07/31/12	EXM	\$43.55

Justification: Due to last minute notification of revised BRN requirements

INSTITUTIONAL EFFECTIVENESS COMMITTEE, CO-CHAIR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Moore, Sacha	08/27/12	12/16/12	EXM	\$43.55

Justification: Added IEC Co-Chair stipend

ORIENTATION AT SADDLEBACK HOSPITAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Thach, Amy	07/20/12	07/30/12	EXM	\$43.55

Justification: Completion of orientation was done in July due to scheduling problems

ORANGE COAST COLLEGEBODY LANGUAGE EXHIBIT – ARTS PAVILION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Thomas, Noah	08/26/12	08/27/12	EXH	\$29.46

Justification: Resignation of Arts Pavilion Director and late exhibit opening

ATHLETIC ALUMNI OUTREACH PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Thornton, Michael	08/27/12	12/16/12	EXH	\$29.46

Justification: Late due to campus level routing and approvals

LIBRARIAN – OVERLOAD

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Della Marna, Jodi	11/10/12	11/30/12	LOVR	\$97.88

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:

GWC

<u>Name</u>	<u>LHE</u>
Goldstick, Deborah	2.170
Ullrich, Richard	6.000

OCC

<u>Name</u>	<u>LHE</u>
Barton, Laurie	4.000
Drum, Stephen	3.000
Laux, John	5.000
Voicu, Mariana	6.000

**2. Substitute Faculty**Full time Faculty Substitutes



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

Golden West College

Holland, Jon  
Rosales, Evangelina

Orange Coast College

Avetisian, Sonia  
Hussain, Syed  
Nauta, Dale

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.

Golden West College

Abella, Dori  
Graves, Buchansha  
Kelly, Aaron

Orange Coast College

Khizhnyak, Aleksandra

**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:

Revise Salary Placement due to Additional Education

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Racataian, Cristain	GWC	Instructor, Science	08/27/12	A-V-07*

\*from Column II

**4. Part time Faculty**

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. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollments demands.

Coastline College

<u>Name</u>	<u>LHE</u>
Akamine, Karen	5.500
Bartosh, Travis	3.000

Calcanas, Christina	1.250
Cooper, Brian	5.500
Glover, Christopher	4.000
Whitson, Stephen	5.000

Golden West College

<u>Name</u>	<u>LHE</u>
Calderon, Araceli	2.880
Dinger, Michelle	6.000
Hagaman, Erica	8.000
Keller, Patrick	4.000
Kennison, Christopher	1.500
LeNoir, Jamie	3.000
Lurye, Eleanor	4.500
Mendivil-Knapp, Christine	3.000
Palacios, Roberto	8.630
Pawson, John	2.250
Smith, Shannon	2.500
Thoreson, Kristen	2.250
Turnbull, Don	0.750
Wolzinger, Renah	0.170
Zehngut, Kelley	6.830

Orange Coast College

<u>Name</u>	<u>LHE</u>
Dedmon, Kristen	3.250
Fullmer, Austin	7.922
Gleason, Patrick	3.437
Hanlon, Barbara	2.250
Lawson, Geri	8.000
Peters, Jennifer	3.000
Ridnor, Rachel	3.000
Tremain, Lisa	4.000

**5. Educational Administrator**

None.

**6. Classified Management**

In accordance with Board policies and procedures, the following Classified Management Staff are recommended for appointment to advertised positions; these include promotions, new hires, and rehires:

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Rymas, Colleen	DIST	Acting Risk Services Manager	09/06/12	06/30/13	G-24-03

\*Justification: Unexpected vacancy in the dept

**7. Classified Staff**

None.

**8. Reclassification and Reorganization/Reassignment**

None.

**9. Classified Temporary Assignments**

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

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Ngo, Vincent	OCC	Std Fin Aid Coord	Special Assignme nt	07/02/12 *	09/30/1 2	E-54-05
Russell, Patricia	DIST	Workers Comp Specialist	Special Assignme nt	09/06/12 **	11/30/1 2	E-52-05
Van Dorn, Julia	GW C	Online Instr Assoc	Staff Asst	09/20/12	12/14/1 2	E-52-05

\*Justification: Assignment paperwork was overlooked in dept

\*\*Justification: Unexpected vacancy in the department

**Extension of End Dates for Out of Class Assignments**

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Davis, Janice	GWC	Acctg Asst II	Acctg Asst III	Extend from 09/16/12 to 10/31/12*	E-46-05
Hernandez, Laura	GWC	Staff Aide	Staff Assistant	Extend from 09/30/12 to 12/31/12	E-52-05
Kuehner, Karen	GWC	Staff Assistant	Staff Assistant, Sr	Extend from 09/30/12 to 12/31/12	E-54-05
Lundell, Candra	GWC	Staff Assistant	Coord of Comm Service	Extend from 09/30/12 to 12/31/12	G-20-04
Maciel, Anthony	GWC	Sr Dir, Coll Inform Tech	Adm Dir, Inform Tech	Extend from 09/30/12 to 12/31/12	G-32-07
Moore, Garland	GWC	Stud Fin Aid Asst II	Special Assignment	Extend from 09/30/12 to 12/31/12	E-44-05
Ngo, Vincent	OCC	Stud Fin Aid Coord	Special Assignment	Extend from 09/30/12 to 12/31/12	E-54-05
Nguyen, Hung	DIST	Mechanic	Lead Mechanic	Extend from 09/30/12 to 12/31/12	E-55-05
O'Connor, Shannon	DIST	Mgr, Recruit/Staff Anl	Special Assignment	Extend from 09/30/12 to 12/31/12	G-24-07
Spiratos, Jerry	GWC	Inform Sys Tech II	App Project Coordinator	Extend from 06/30/12 to 09/30/12**	E-69-02

Spiratos, Jerry	GWC	Inform Sys Tech II	App Project Coordinator	Extend from 09/30/12 to 12/31/12	E-69-02
Suarez, Kathy	OCC	Stud Fin Aid Tech	Stud Fin Aid Specialist	Extend from 09/30/12 to 10/10/12	E-50-05
Vu, Tina	GWC	Stud Fin Aid Tech	Special Assignment	Extend from 09/30/12 to 12/31/12	E-48-05
Vu, Victoria	GWC	Stud Fin Aid Tech	Special Assignment	09/30/12 to 12/31/12	E-48-05
Wile, Geri	DIST	Mrg, Emp Svcs, Rec & Benefits	Special Assignment	Extend from 09/30/12 to 12/31/12	G-24-07

\*Justification: medical leave of absence was extended

\*\*Justification: Reorg discussions delayed

### 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>
Atuatasi, Fred	CCC	09/20/12	06/30/13	120010-850101	M,T,W,TH,F
Ehring, Garrett	CCC	09/20/12	06/30/13	818030-820531	M,T,W,TH,F
Nguyen, Thao	GWC	10/01/12	02/15/13	124036-349304	M,T,W,TH,F

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>
Cruz, Osman	OCC	09/20/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	09/20/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	09/20/12	06/30/13	124028-256041	M,T,W,TH,F



Dekany, Monica	GWC	09/20/12	06/30/13	110001-347101	M,T,W,TH,F
Ehring, Garrett*	CCC	09/10/12	06/30/13	120182-856601	M,T,W,TH,F
Jesson, Janna	OCC	09/20/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	09/20/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	09/20/12	06/30/13	120176-251045	M,T,W,TH,F
	OCC	09/20/12	06/30/13	124028-256041	M,T,W,TH,F
Nguyen, Ronald	OCC	09/20/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	09/20/12	06/30/13	110001-201591	M,T,W,TH,F
	OCC	09/20/12	06/30/13	124028-256041	M,T,W,TH,F

\*Justification: Emergency due to previous hired hourly in accident

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>
Rodriguez, Hipolito*	OCC	09/12/12	05/25/13	110001-204201	M,W,TH,F
Van Vleet, Cynde**	OCC	09/12/12	05/25/13	110001-204201	M,W,TH,F

\*Justification: Late submittal by department

\*\*Justification: Missing documentation for I-9 verification

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>
Balderas, Armando	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F
Blancas, Rosa	OCC	09/20/12	06/30/13	812020-205404	M,T,W,TH,F
Higgins, Andrew	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F
	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
Martin, Evan	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F

Nguyen, Duke	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F
Nguyen, Khoa	OCC	09/20/12	06/30/13	127005-258900	M,T,TH
Nguyen, Kiet	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F
Nguyen, Viet	OCC	09/20/12	06/30/13	812015-263750	S,SU
Pham, Cuong	OCC	09/20/12	06/30/13	812015-263750	S,SU
Pita, Larry	GWC	09/20/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	09/20/12	06/30/13	127006-385102	M,T,W,TH,F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Cabochan, Gilmore	OCC	09/20/12	06/30/13	124005-256101	M,T,W,TH
Wakeem, Sami	OCC	09/20/12	06/30/13	124005-256101	M,T,W,TH

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>
Rosales, Jesus	OCC	09/03/12	06/30/13	812001-259102	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

Barry, Lourdes  
Morales, Rubie  
St. Clair, Michelle  
Torres, Maritza

### 12. Clinical Advisors/Summer

None.

**13. Medical Professional Hourly Personnel**

None.

**14. Student Workers**

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Golden West College

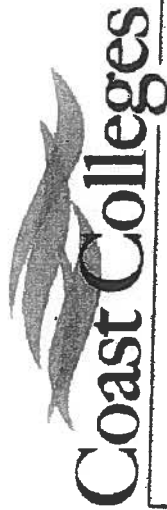
Cao, Lucian  
Dang, Tram  
Davis, Brittany  
Do, Ly  
Goldman, Elizabeth  
Grimes, Brian  
Hedger, Desiree  
Kim, Timothy  
Madrid, Britney  
McGrath, Vivian  
Nguyen, Christine  
Nguyen, Diane  
Nguyen, Nancy  
Nguyen, Quan  
Perkins, Joseph  
Pham, An  
Spiese, Richard  
Tran, Giao  
Truong, Man  
Vochau, Tonyminhtri  
Zila, Jason

Orange Coast College

Alexander, Michaelangelo  
Arevalo, Cindy  
Arizaga, Ruth  
Avalos, Guadalupe  
Bae, Ho  
Barrera, Samuel  
Cao, Hung  
Chung, Hoanh  
Cubillo, Olman  
Davis, Troiannah  
Dong, Truc  
Hardin, Amanda  
Le, Quan  
Leffelbine, Drew  
Litwin, Ashley  
Martinez, Beatriz  
Matsuo, Nora

Nguyen, Minh  
Nguyen, Raphael  
Parkin, Alexander  
Parsons, Kelsey  
Pham, Leslie  
Pham, Tracy  
Phan, Michelle  
Scholey, Everett  
Sosa, Yesenia  
Tfaye, Ashley  
Tran, Gina  
Tran, Lan  
Vu, Andy  
Weimann, Cory





# **DIVERSITY TRENDS**

## **(Fall 2009 – Fall 2011)**

**Presented: September 19, 2012**

**Dr. Deb Hirsh**  
**Vice Chancellor of Human Resources**

**Inspiration. Innovation. Graduation.**



**DIVERSITY TRENDS  
(Fall 2009 – Fall 2011)**

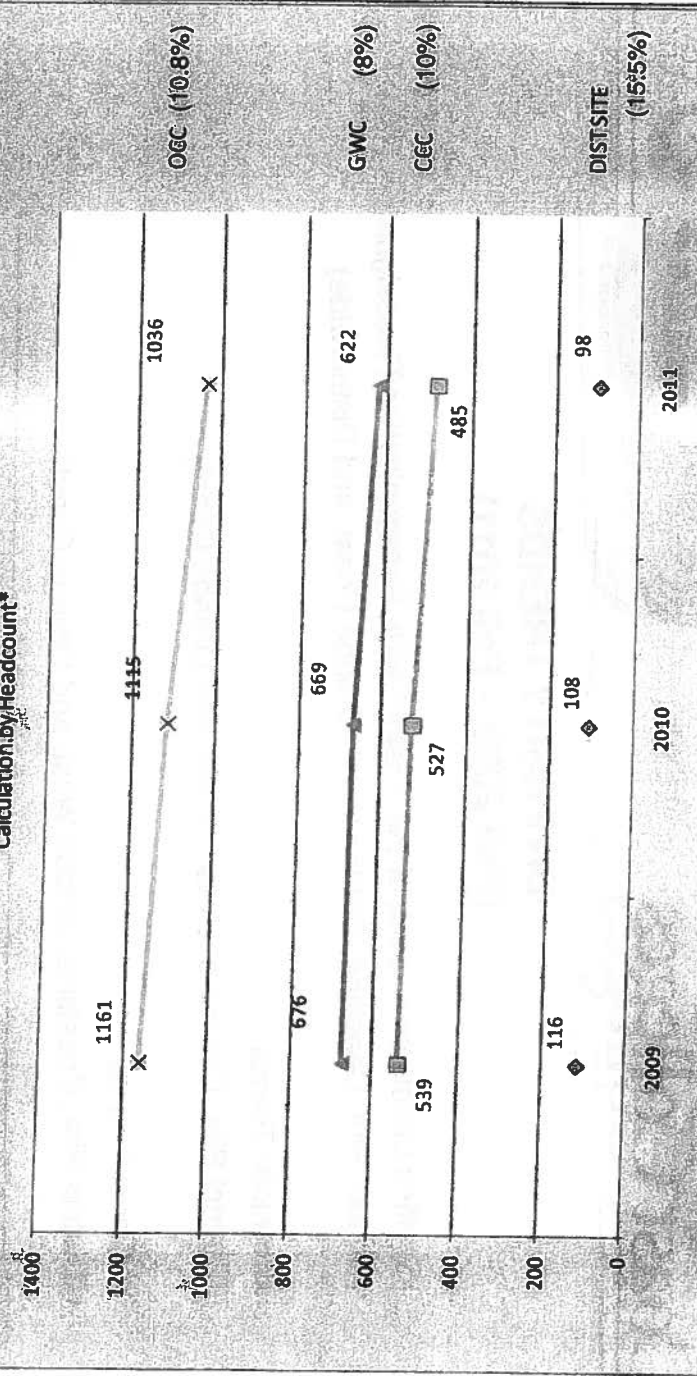
- Staffing Levels as a result of the District-wide Reorganization/Reassignment Plan  
(District Site, Coastline, Golden West, Orange Coast, and Districtwide)
- Ethnicity Trends  
(District Site, Coastline, Golden West, and Orange Coast)
- Gender Trends  
(District Site, Coastline, Golden West, and Orange Coast)
- Faculty, Student, and Orange County Environment (A Demographic Snapshot)
- Current District-wide Diversity Summary by Occupational Group

**Inspiration. Innovation. Graduation.**



### Staffing by the Numbers

Calculation by Headcount\*

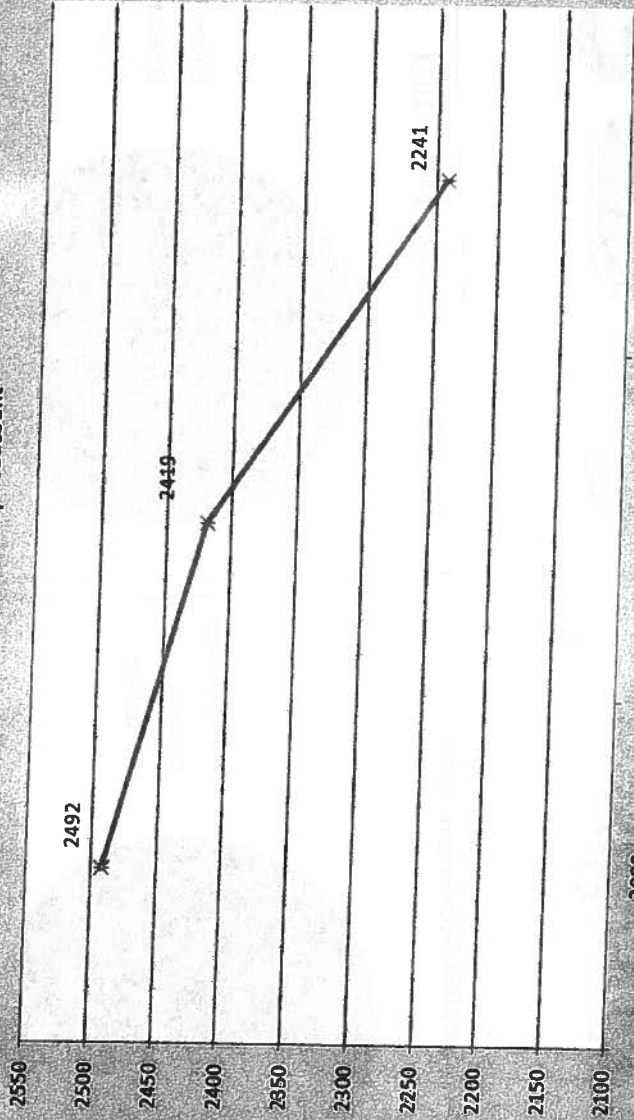


Inspiration. Innovation. Graduation.



### Staffing by the Numbers (District-wide)

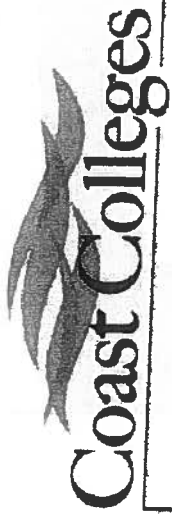
Calculation by/Headcount\*



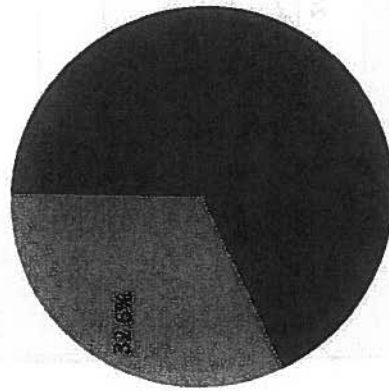
2009 2010 2011  
10% Reduction in Headcount

**Inspiration. Innovation. Graduation.**



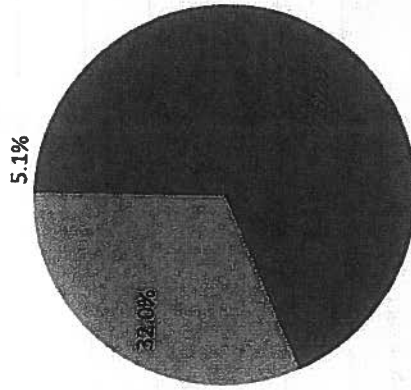


District Wide Occupation - 2009



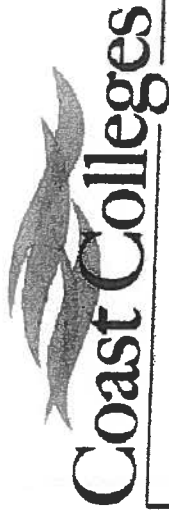
- Management
- Faculty
- Classified

District Wide Occupation - 2011

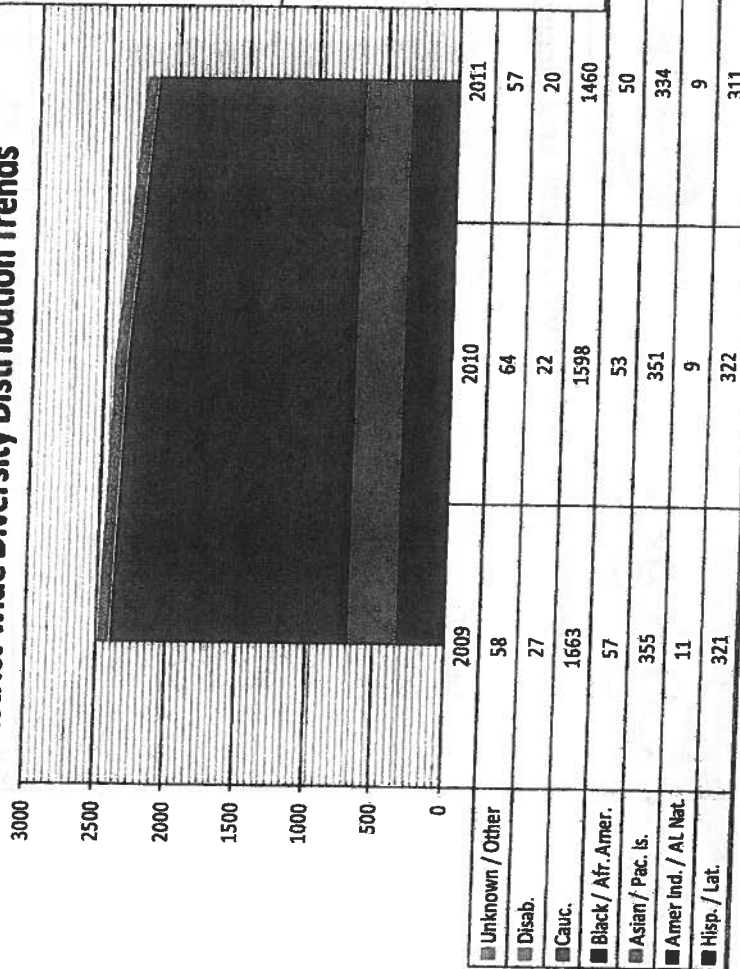


- Management
- Faculty
- Classified

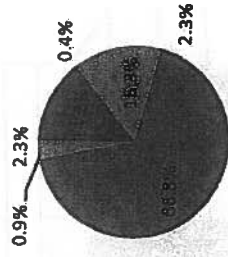
**Inspiration. Innovation. Graduation.**



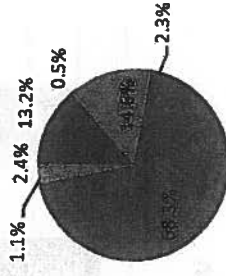
**District-wide Diversity Distribution Trends**



**2011 Distribution**



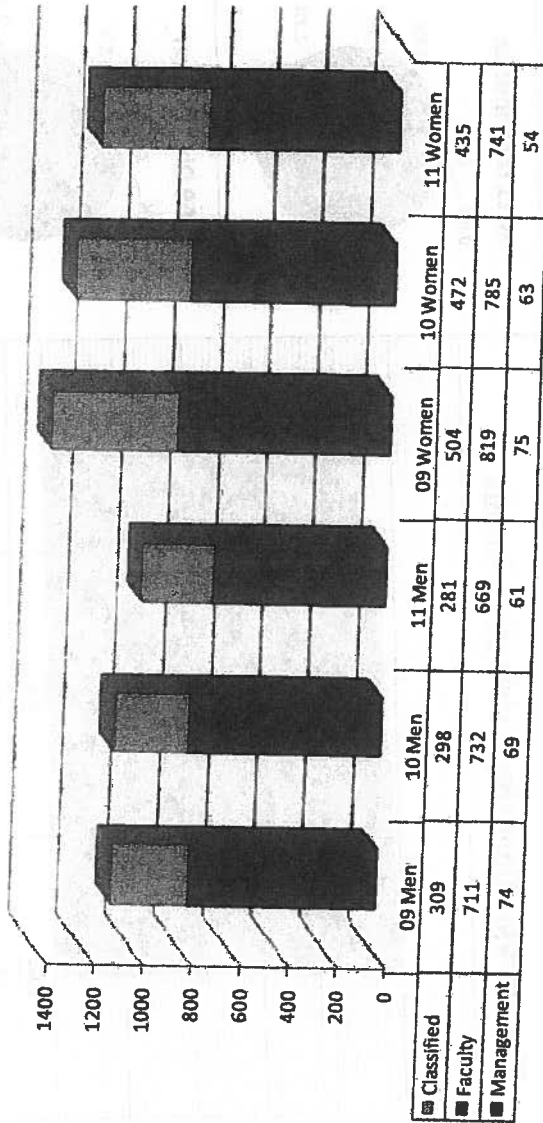
**2009 Distribution**



**Inspiration. Innovation. Graduation.**



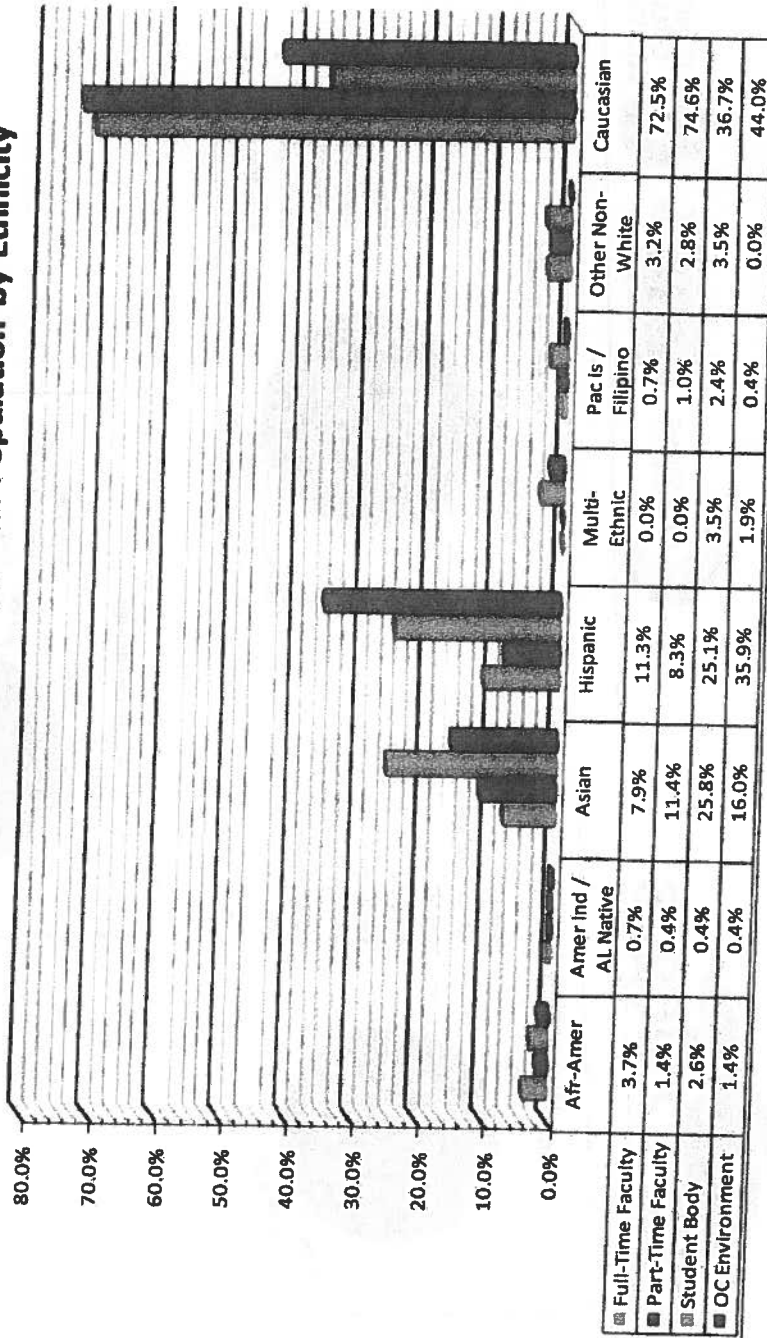
### District-wide Trends by Gender and Occupation



**Inspiration. Innovation. Graduation.**

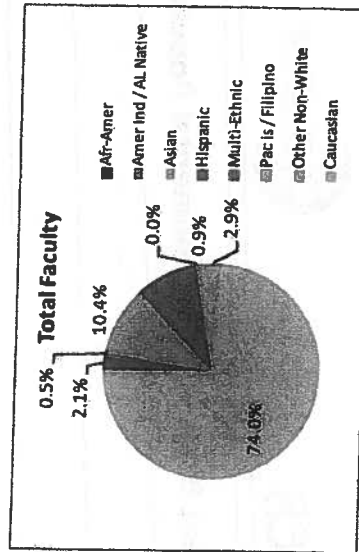
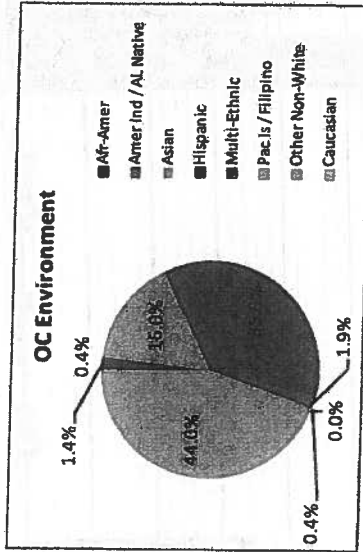
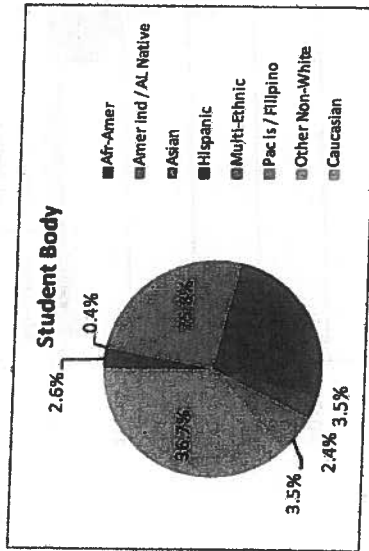


**Faculty, Student Body, and Environmental Population by Ethnicity**



**Inspiration. Innovation. Graduation.**

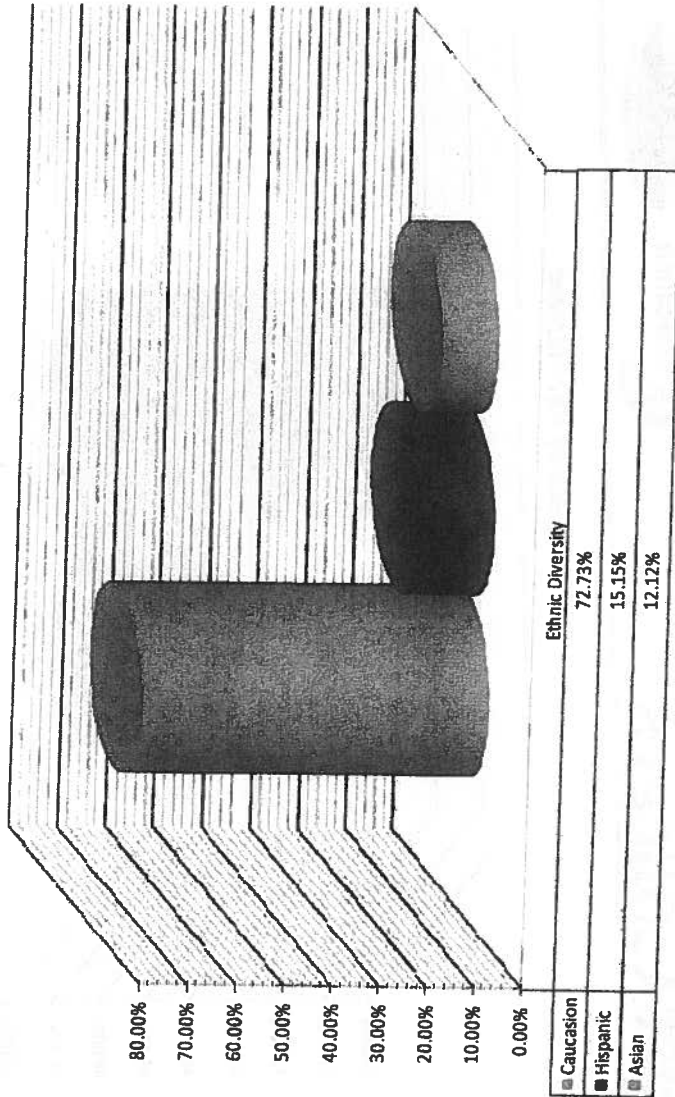




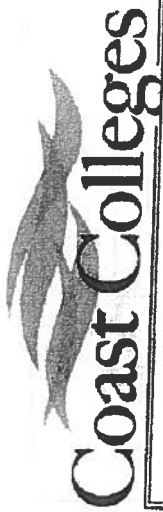
**Inspiration. Innovation. Graduation.**



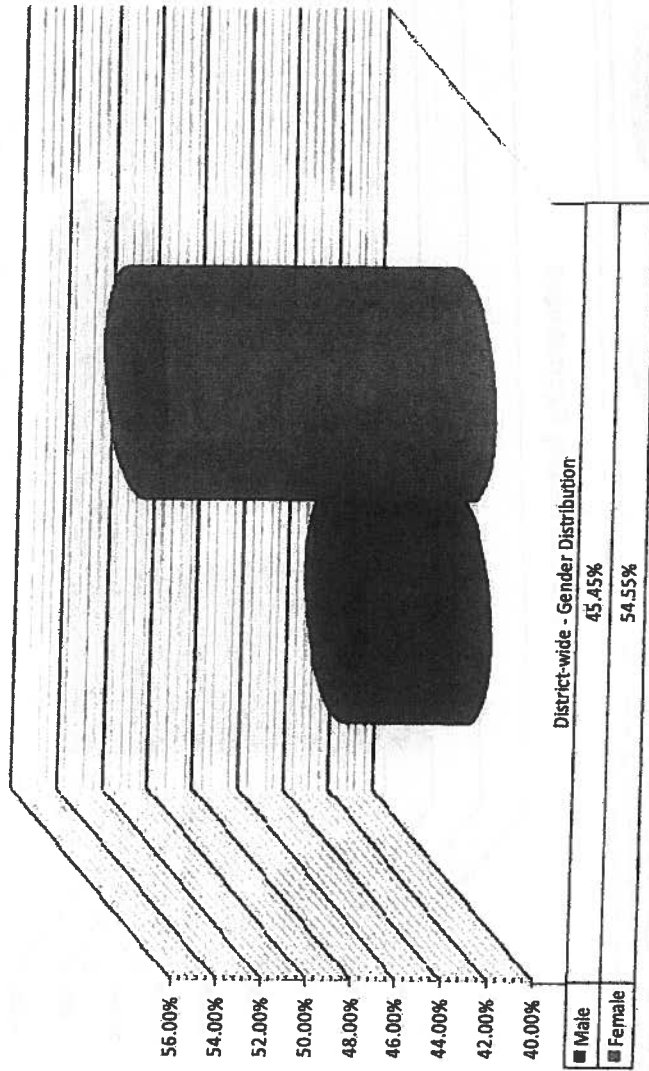
**2012-13 Faculty Recruitment**



**Inspiration. Innovation. Graduation.**



### 2012-13 Faculty Recruitment



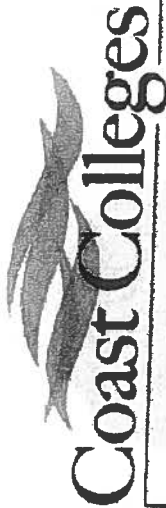
Inspiration. Innovation. Graduation.



<p><b>Coastline Community College - Gender Distribution</b></p> <ul style="list-style-type: none"> <li>■ Male</li> <li>■ Female</li> </ul>	<p><b>Golden West College - Gender Distribution</b></p> <ul style="list-style-type: none"> <li>■ Male</li> <li>■ Female</li> </ul>	<p><b>Orange Coast College - Gender Distribution</b></p> <ul style="list-style-type: none"> <li>■ Male</li> <li>■ Female</li> </ul>
<p><b>Coastline Community College - Ethnic Diversity</b></p> <ul style="list-style-type: none"> <li>■ Caucasian</li> </ul>	<p><b>Golden West College - Ethnic Diversity</b></p> <ul style="list-style-type: none"> <li>■ Caucasian</li> <li>■ Hispanic</li> <li>■ Asian</li> </ul>	<p><b>Orange Coast College - Ethnic Diversity</b></p> <ul style="list-style-type: none"> <li>■ Caucasian</li> <li>■ Hispanic</li> </ul>

**Inspiration. Innovation. Graduation.**





Diversity Report by \*Primary Assignment – Fall 2011

Educational Administrators

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
4	2	1	5	0	0	35	1	0	18	30	48
8.33%	4.17%	2.08%	10.42%	0.00%	0.00%	72.92%	2.08%	0.00%	37.50%	62.50%	

Tenured/Tenure Track Faculty

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
33	16	1	48	3	2	299	14	0	222	194	416
7.93%	3.85%	0.24%	11.54%	0.72%	0.48%	71.87%	3.37%	0.00%	53.37%	46.63%	

Part-Time Faculty

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
115	13	8	84	4	3	732	24	1	513	471	984
11.69%	1.32%	0.81%	8.54%	0.41%	0.30%	74.39%	2.44%	0.10%	52.13%	47.87%	

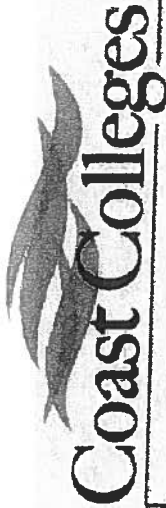
Classified Management

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
4	4	1	6	0	0	48	3	1	36	31	67
5.97%	5.97%	1.49%	8.96%	0.00%	0.00%	71.64%	4.48%	1.49%	53.73%	46.27%	

Classified Support

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
139	15	12	164	2	10	338	30	4	433	281	714
19.47%	2.10%	1.68%	22.97%	0.28%	1.40%	47.34%	4.20%	0.56%	60.64%	39.36%	

Inspiration. Innovation. Graduation.



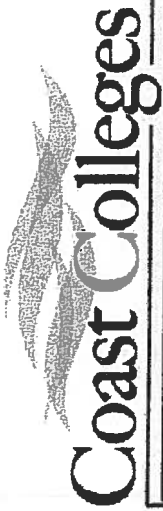
**Staffing by the Numbers**

•Headcount does not include: short-term employees, professional experts, student workers, or Board of Trustees (Note: Managers and classified employees who teach are also included in the part-time faculty headcount.)

**Diversity Report by Primary Assignment**

\* Primary Assignment -- Managers and classified employees who also teach are only counted in their primary assignment and not included in the part-time faculty headcount.

**Inspiration. Innovation. Graduation.**

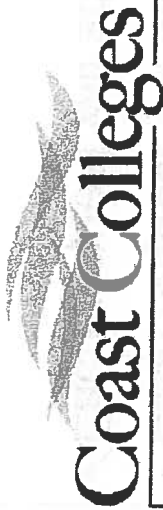


*CCCD Community Education  
Report*

September 19, 2012  
Board of Trustees' Meeting

Dr. Andrew C. Jones

**Inspiration. Innovation. Graduation.**



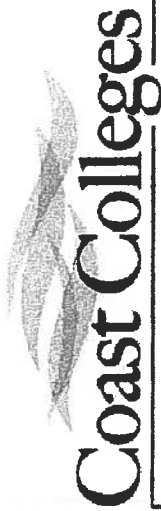
## **CCCD Community Education Report**

The purpose for the \$200,000 Enterprise dividend is to create a fund by which CCCD can:

- advance educational improvements,
- address documented course, skill and program needs (within a self sustaining and/or income generating context).

**Inspiration. Innovation. Graduation.**<sub>2</sub>





## **CCCD Community Education Report**

**Criteria:**

- ✓ Each request must document the need, costs and timeline
- ✓ Request may be for support of existing, new or hybrid projects
- ✓ Request may be made to enhance ongoing infrastructure and program development (current recommendations pending)
- ✓ Each request will document projected impact
- ✓ Each request will address an unmet need or opportunity

**Inspiration. Innovation. Graduation.**<sub>3</sub>



## **CCCD Community Education Report**

### **Process:**

- ✓ All requests must be formally made through an application process
- ✓ Applications will be submitted to the Chancellor's office
- ✓ The Presidents' Cabinet will serve as the review panel (call in content experts as needed)
- ✓ Applications will be processed in 10 working days of receipt

**Inspiration. Innovation. Graduation.**



## **CCCCD Community Education Report**

# **Questions & Answers**

**Inspiration. Innovation. Graduation.**  
5

**Coast Community College District**  
**BOARD POLICY**  
Chapter 2  
Board of Trustees

---

**BP 2715 Code of Ethics for Members of the Board of Trustees**

Accreditation Standard IV.B.1.a, e, & h

**PREFACE**

As elected representatives of the community, Members of the Board of Trustees of the Coast Community College District have been granted a position of "Trusteeship" over the District and its three colleges. Trustees and governing boards have the responsibility to be fair, legal, ethical, and accountable. Trustees shall be independent, impartial, and responsible in their judgment and actions in the governance of the District. District Trustees shall conduct themselves in an ethical manner that does not present even the appearance of a Conflict of Interest.

In recognition of these goals, the Board of Trustees has set forth the following:

**ETHICAL RESPONSIBILITIES**

The Board of Trustees shall:

1. Recognize that the primary responsibility of the Board of Trustees is to govern in the best interest of the education needs of the entire District. Trustees shall recognize they are an independent policy-making body that reflects the public interest in Board activities and decisions. Trustees shall be aware that they are responsible to everyone served by the District.
2. Understand that it has ultimate responsibility for educational quality, legal matters, financial integrity, and operational efficiency. Use the powers of the office honestly and constructively, communicating and promoting the needs of the community to the District, and the needs of the District to the community.
3. Advocate for and defend the District, and protect the District from undue influence and pressure.
4. Keep in mind at all times that the District exists to serve students. Protect the interest of students in every decision and assure the opportunity for high-quality education for every student. Maintain consistent and vigilant oversight of the District as a policy-setting Board.
5. Be responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services of the District. Act in a manner consistent with Board Policies.
6. Recognize that a Trustee is a member of an educational team, and that the strength and effectiveness of the Board is as a Board, not as individuals. Unless otherwise



delegated, Trustees have authority only when the Board is in official meetings; an individual member cannot bind the Board outside of such meetings; and that majority decisions of the Board shall be abided by.

7. Recognize that deliberations of the Board in closed session are confidential and not for release or discussion outside the Closed Session to anyone or in public without the prior approval of the Board by majority vote. Maintain confidentiality of closed session material, private employee and student information, and matters subject to attorney-client privilege. Confine Board action to policy determination, planning and budget, performance evaluation, maintaining the fiscal stability of the District, and other duties set forth in law or policy. Delegate administrative authority to the Chancellor as the Board Executive Officer. Support District personnel in the appropriate performance of their duties and ensure that they have the requisite responsibility, adequate resources, and necessary authority to perform effectively. The Board will hold the Chancellor accountable for the administration of the educational program and the conduct of District business.
8. Create a positive climate by encouraging and supporting innovation and creativity in District programs and operations. Recognize that the Board sets an example for the entire institution; therefore, act with integrity and reflect the values of trustworthiness, respect, fairness, team, and caring at all times when performing Trustee responsibilities. Maintain an atmosphere in which controversial issues can be debated openly and fairly, protecting the dignity of individuals.
9. Focus requests for information and discussions at Board meetings on topics that address the fulfillment of the District mission, the future of the District, and long-term strategies. Seek pertinent information by asking timely and substantive questions, and request data and information through protocols established by the Board and the Chancellor.
10. Accurately account for Trustee expenses; establish and uphold fair and prudent expense standards and reporting procedures.
11. Avoid any conflict of interest or the appearance of impropriety that could result because of the Trustee's position, and avoid intentionally using the Trusteeship for personal gain.

12. Board members have the responsibility of recusing themselves from any action or decision when there is a conflict or potential conflict of interest.

12-13. 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 generic information.

#### STEPS IN ADDRESSING ETHICAL VIOLATIONS

1. The Board of Trustees has responsibility for monitoring itself.
2. The President of the Board plays a key role in ensuring that laws and codes of ethics are followed.

3. Violations or suspected violations of the Board's Code of Ethics will be addressed by the President of the Board, who will first discuss the violation with the Trustee in question to reach a resolution.
4. If resolution is not achieved and further action is deemed necessary, the President may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board, which may include a recommendation for censure of the Trustee in question.
5. If the President is perceived by another Trustee to have violated the Code, the Vice President is authorized to pursue resolution.
6. If the violation is perceived to be a criminal or legal offense, the matter will be referred by the Board to the District's General Counsel and/or the Orange County District Attorney.

### TRUSTEE STANDARDS OF PRACTICE

In support of effective community college governance, the Board of Trustees of the Coast Community College District believes:

- That it derives its authority from the community and that it must always act as an advocate on behalf of the entire community;
- That it strives to support diversity in hiring and employment to reflect the community it serves;
- That it must clearly define and articulate its role;
- That it is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its CEO;
- That it always strives to differentiate between external and internal processes in the exercise of its authority;
- That its trustee members should engage in a regular and ongoing process of in-service training and continuous improvement;
- That its trustee members come to each meeting prepared and ready to debate issues fully and openly;
- That its trustee members vote their conscience, but support the Board's decisions once made;
- That its behavior, and that of its members, exemplify ethical behavior and conduct that is above reproach;
- That it endeavors to remain always accountable to the community;

Adopted December 11, 1991

Revised February 5, 2003

Revised September 5, 2007

Revised July 25, 2012

Replaces CCCD Policy # 010-2-1, Fall 2010

Revised xx/xx/xxxx



**Coast Community College District**  
**BOARD POLICY**  
Chapter 3  
Educational Programs and Student Relationships

---

**BP 5040 Family Rights and Privacy Act of 1974 Student Records,  
Directory Information and Privacy**

Reference: [Education Code Sections 76210](#), 76221, 76230, 76232 [and Title 5 Sections 54610](#), 54616, [54626](#), 54630

**Release of Directory Information**

The colleges of the Coast Community College District may release Student Directory Information upon request, provided such release is approved by the appropriate college president or his or her designee. Students may request in writing to the appropriate college president or his or her designee that Directory Information not be released. The president or his or her designee may in his or her discretion limit or deny the release of specific categories of directory information based upon a determination of the best interests of the student.

**Directory Information Defined**

Directory Information is defined to mean one or more of the following items: student's name, city of residence, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous public or private school attended. Directory Information shall also be defined to include student's address when used by the college to mail information to its students. The only exceptions to these definitions are to meet requirements for release of information to meet federal or state laws and regulations (i.e. the Solomon Act), in which case the Directory Information to be released also includes student's address and telephone unless the student has specifically requested that no Directory Information be released.

~~[Education Code Section 76210 and Title 5 Section 54626](#)~~

**Student Access to Student Records**

Any currently enrolled or former student shall have access to all and any of his or her records, with the exception of confidential medical records on file in any of the District's colleges. Such access shall be granted within 15 working days of a written request and shall be subject to procedures established by the Chancellor. A student may request review of his or her confidential medical records by his or her physician or appropriate professional of his or her choice.

Education Code Section 76230 and Title 5 Section 54610

## **Student Challenge to Student Records**

Pursuant to Education Code section 76232, Any student by written request to the college president may challenge the content of his or her records pursuant to Education Code section 76232 by written request to the College President or designee. Such challenges will be processed according to procedures established by the Chancellor.

Education Code Section 76232 and Title 5 Section 54630

## **Notification to Student**

Each District cCollege pPresident shall cause to be published the terms of this policy and location of student records in the college's official documents terms of this policy and location of student records.

Education Code Sections 76210 and 76221 and Title 5 Section 54606

Adopted April 1, 1987  
Revised November 18, 1987  
Replaces CCCD Policy 030-2-2, Fall 2010  
Revised Board Meeting DATE



**Coast Community College District**  
**BOARD POLICY**  
Chapter 3  
Educational Programs and Student Relationships

---

**BP 5404 Student Advisory Council Associated Student Government –  
Coastline Community College**

The Student Advisory Council Associated Student Government at Coastline Community College has been formed to act in an advisory capacity to the college in regard to various programs, procedures, processes, and services.

**STUDENT BODY ASSOCIATION - (Coastline Community College)**

The Board of Trustees encourages the establishment of a student body association at Coastline Community College for the purpose of conducting activities in behalf of students with the counsel and approval of College administrators under guidelines established by the Chancellor.

The student association shall establish an office in College facilities without charge for such occupancy and shall be held responsible and accountable for a proper conduct and administration of student body affairs under its sponsorship and control.

With approval of the Board of Trustees, a student organization shall be permitted to conduct fund raising activities on campus to finance organization expenses.

Adopted March 5, 1996  
Replaces CCCD Policy 030-6-5, Fall 2010  
Revised Board Meeting DATE



**AMENDMENT No. 1 TO  
PROPERTY AND CASUALTY  
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This Amendment modifies the Property and Casualty Claims Administration Services Agreement (“Agreement”) effective on November 1, 2011 by and between **Coast Community College District** (“Client”) and **Keenan & Associates** (“Keenan”).

1. The effective date of this Amendment is November 1, 2012.
2. This Amendment amends Exhibit B Compensation 1. B. of the Agreement for the period from November 1, 2012 through October 31, 2013 to read as outlined below. This Amendment supersedes any and all prior understanding between the Parties as to this matter.

For the period November 1, 2012– October 31, 2013:

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour
Annual Minimum fee -	\$6,000.00
Annual Maximum fee -	\$20,000.00

3. All other terms and conditions of the Agreement remain unchanged.
4. Each person signing this Amendment on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<b><u>Coast Community College District</u></b>		<b><u>Keenan &amp; Associates</u></b>	
<b><u>Signature:</u></b>		<b><u>Signature:</u></b>	
<b><u>By:</u></b>		<b><u>By:</u></b>	<b>Steven V. Moccardini</b>
<b><u>Title:</u></b>		<b><u>Title:</u></b>	<b>Vice President</b>
<b><u>Address:</u></b>		<b><u>Address:</u></b>	<b>2355 Crenshaw Blvd., Ste. 200</b>
			<b>Torrance, CA 90501</b>
<b><u>Attention:</u></b>		<b><u>Attention:</u></b>	<b>Greg Trapp</b>



**SINO-US COLLEGE OF NANJING INSTITUTE OF VISUAL ARTS (NIVA)  
&  
COAST COMMUNITY COLLEGE DISTRICT  
ORANGE COAST COLLEGE**

**PARTNERSHIP AGREEMENT**

The Parties to this Agreement (“Agreement”) are Sino-US College of Nanjing Institute of Visual Arts (hereafter referred to as NIVA), located in Nanjin, Jiangsu Province, China; and Coast Community College District (hereafter referred to as “District” and “CCCD”) located in Costa Mesa, CA 29626. NIVA and CCCD are referred to herein as “PARTY” or collectively as “PARTIES.”

**1. Program:**

The Parties enter into this Agreement for the purposes of developing the specific programs as defined as follows:

**Three-year (1+2) study for an associate degree at Orange Coast College (OCC) with the first year of study at NIVA + two-year study at OCC**

After finishing the first year of study at NIVA, if the students’ TOEFL is no lower than 61 or IELTS score is 5.5 or higher, the students will study for two years at OCC with the result of obtaining concurrently a diploma from NIVA and an associate degree or vocational certificate from OCC.

If the students’ TOEFL score is lower than 61 after completion of the first year of study at NIVA, the students will be transferred to NIVA’s regular classes with the result of obtaining a diploma and the corresponding vocational certificates only from NIVA.

After obtaining an associate degree from OCC, students who meet transfer requirements can continue their education at a four-year university and obtain a bachelor’s degree.

The targeted programs of study and expected number of incoming NIVA students per cohort are as follows:

Artistic Design (Interior Design)	20 students
Environmental Artistic Design	20 students
Photography	20 students
Film Directing	20 students
Architectural Technology	20 students
Hotel Management	20 students
Tourism Management	20 students



While OCC will make every effort to support successful completion of academic objectives for the students coming to OCC from NIVA through this program, due to course availability and prerequisite requirements, students may not be able to complete their coursework within the two-year prescribed timeframe. Additional course requirements for transfer may also be necessary due to student's desire to change major of study and the requirements of the transfer university. Upon completion of the transfer requirements required by the transfer university, they will then transfer to an accredited university in the USA with which OCC may or may not have an articulation agreement for their last two years of undergraduate degree studies. The students will be awarded bachelor degrees at the US universities upon completion of the requirements for the bachelor's degree.

## **2. Admission Requirements of CCCD, OCC**

- a. IELTS 5.5 (all bands 5 or higher) or TOEFL 61 is required for admission to OCC and direct placement in the academic program. Admission to ESL programs can be accepted by OCC's standard eligibility requirements.
- b. Financial support documentation and sufficient sponsorship statements.
- c. International student application, application fee, statement of purpose along with other requirements highlighted in the admissions checklist.

## **3. District Obligations**

- a. The District shall provide educational planning, counseling services, and full support services from the OCC International Student Program Office for enrolled international students under the Program to ensure that the students are given clear guidance concerning course selection, general education and lower division requirements in their chosen academic major for transfer to a four-year university.
- b. The District shall approve recruitment brochures, marketing advertisement, and application packets for the Program.
- c. The District grants NIVA the authority and responsibilities to provide Program information, admission support services, including prospective student recruitment, initial/preliminary assessment, and additional personal support services under this Agreement.

## **4. NIVA Obligations**

- a. NIVA shall develop a system of recruitment, assessment, and admission for the Program students in China.
- b. NIVA shall ensure that Program students meet all OCC required academic standards for admission.

## **5. Term and Termination**

This Agreement shall become effective on October 4, 2012, and shall remain in effect until June 30, 2016. The Agreement can be renewed for additional four-year periods by mutual written consent of the Parties. Either Party may terminate this Agreement by providing a

6-month written notice citing reasons for termination. Such termination will be effective for the semester following the 6<sup>th</sup> month after the notice is given.

## **6. Indemnity**

- a. NIVA agrees, to the fullest extent permitted by the law, to indemnify and hold harmless the District, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by NIVA's performance of services under this Agreement, or its breach of the terms of this Agreement, or any acts in connection with or related to the Program, or any actions of NIVA or anyone for whom NIVA is legally liable.
- b. The coverage of indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by CCCD with regard thereto. Said indemnity is intended to apply to those obligations performed by NIVA during the period of this Agreement, and shall survive the expiration or termination of this Agreement.
- c. The obligation to defend shall arise regardless of any claim or assertion that CCCD caused or contributed to the losses. NIVA's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District except to the extent such defense costs arise, under principles of comparative fault, from CCCD's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
- d. Nothing in this Agreement shall constitute a waiver or limitation of any rights which CCCD may have under applicable law, including without limitation, the right to implied indemnity.
- e. CCCD's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve NIVA from responsibility for damages or other losses incurred or to be incurred by CCCD as a result of NIVA's breach of its obligations under this Agreement.

## **7. Dispute Resolution**

Disputes arising from this Agreement or related in any manner to the Agreement shall be resolved as follows:

- a. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file a legal action, the Parties shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and

recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to the Parties

- b. In the event the Parties are unable to resolve their dispute through consulting and negotiating procedure provided for herein, any dispute arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
- c. This Agreement shall be interpreted and governed by the laws of the State of California.

**8. Notices**

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

District: Coast Community College District, Chancellor, 1370 Adams Ave., Costa Mesa, CA 92626

NIVA: Zhetang Town, Lishui  
Nanjing, China 211215

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

**COAST COMMUNITY COLLEGE  
DISTRICT**

**SINO-US COLLEGE OF NANJING  
INSTITUTE OF VISUAL ARTS**

\_\_\_\_\_  
Jim Moreno  
President, Board of Trustees

\_\_\_\_\_  
Mr. Zhou Ning  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# GRAD IMAGES®

EVERY DETAIL. EVERY TIME.

## Golden West College

### REQUEST FOR SERVICE

We understand that GradImages® will:

- Schedule professional photographers to arrive at least ninety (90) minutes before each ceremony to arrange the photographer's position with the school contact.
- Mail and/or email each graduate photographed a passport-sized photo proof image within 5 days of the graduation, along with the opportunity to select from a variety of photo packages, with no obligation to purchase.
- Fulfill the orders of graduates and ship them within 7 days of receiving their orders.
- Guarantee complete satisfaction to the students and their parents, or their money will be refunded.
- Protect the students' right to privacy by not selling or providing the names and addresses of our candidates for graduation to another company for any purpose.

Additionally, GradImages® will:

- Provide this service at no cost to the school.
- Provide photographer on location to take public relations photos before, during and after the event of various faculty members, administration, and candid of graduates. Provide the school with documentation of the ceremony, speakers and dignitaries through images furnished on a CD or other appropriate media.
- Provide school with a \$1.00 rebate for each valid address/email address that we receive from the school.

We agree to provide GradImages®:

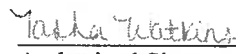
- Exclusive rights to capture the image of the graduates by means that include still photography. This is for the purpose of producing photographs and images to be marketed to the graduates by means that include, but are not limited to, mail, e-mail, telephone, fax and Internet.
- School will provide name calling cards which graduates can voluntarily fill out with their emails, phone numbers and or mailing address if they would like to obtain their graduation photos from GradImages®. There is no obligation to purchase any of these photos by your students or the school
- The rights to photograph our graduates through 2015 unless restricted below.

Please sign and return a copy to GradImages®.

\_\_\_\_\_  
Authorized Signature  
School Representative

\_\_\_\_\_  
Printed Name & Date Signed

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Authorized Signature  
GradImages®  
A division of Event Photography Group

Tasha Watkins  
Printed Name & Date Signed

Regional Account Manager  
Title





---

**COLLEGE BOARD ENROLLMENT AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between the College Board, a non-stock, not-for-profit education corporation organized under the laws of the State of New York, ("College Board") and Coastline Community College ("Client"), organized under the laws of the State of California:

Whereas, Client agrees to purchase from the College Board, and the College Board agrees to provide to Client, license certain software products and/or data and/or provide services, to Client as indicated in Section 1 below, pursuant to the terms and subject to the conditions contained herein.

Whereas, in consideration of the payments agreed to be made and the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The following software, data and/or services, indicated with a checked box, will be provided under this Agreement, as of the Effective Date, as such term is defined in section 7(a) of this Agreement:

- PowerFAIDS® Software
- Net Partner add-on for PowerFAIDS® Software
- Web Client module add-on for PowerFAIDS® Software
- Institutional Needs Analysis System (INAS®)
- Descriptor PLUS Geodemographic Tagging Service
- Spotlight
- Student Search Service® (SSS®) (Subscription Service)
- Institutional Documentation Service (IDOC)
- CSS/Financial Aid PROFILE®
- Admitted Student Questionnaire® (ASQ)/Admitted Student Questionnaire PLUS™ (ASQ PLUS)
- Enrollment Planning Service (EPS®) Executive Summary
- Enrollment Planning Service (EPS®) Premium

The parties agree that the Client's license of any software and/or data and/or provision services from the College Board after the Effective Date of this Agreement shall be governed by this Agreement, and shall be covered under a Schedule (as defined below) to be attached to this Agreement and signed by both parties.

---

All software and/or data licensed and/or services provided covered under this Agreement as of the Effective Date and thereafter shall be collectively referred to as “Deliverables”.

This Agreement consists of the terms set forth below and one or more schedules referencing the Deliverables (“Schedules”), Attachment 1, entitled “University Contact Information”, and Attachment 2, entitled “Enrollment Budget”. The Schedules and Attachments are considered integral parts of this Agreement. In the event of a discrepancy or conflict between the provisions set forth below and the provisions set forth in a Schedule or Attachment, the provisions of the Schedule or Attachment, as applicable, shall govern. Any terms and conditions included on a purchase order submitted by Client shall not have any force or effect unless such document is properly attached to this Agreement and signed by both parties.

**2. AUTHORIZED USERS.** “Authorized Users” shall be defined as, and limited to, employees, agents, contractors and consultants to Client, including branch campuses or members of Client’s college or university system, who have been designated by Client as authorized users of the Deliverables and for whom Client has paid all applicable fees for use of the Deliverables. Notwithstanding the foregoing, Client shall obtain the College Board’s written consent with regard to use of the Deliverables by users other than employees. Such consent shall not be unreasonably withheld.

**3. FEES.**

**a. Fees.** Client shall pay all fees in accordance with the applicable Schedule.

**b. Payment.** Client shall remit payment to:

The College Board  
PO Box 30171  
New York, NY 10087-0171

**4. REPRESENTATIONS AND WARRANTIES.**

**a. Authority.** Each party hereby represents and warrants to the other that it has the requisite authority to enter into and be bound by this Agreement, that entry into this Agreement has been duly authorized and executed by all necessary action, and that entry into this Agreement does not violate any laws, rules or regulations which govern it or any agreements by which it is bound.

- 
- b. **College Board Services Warranty.** The College Board warrants to Client that the Services shall be performed in a good and workmanlike manner.
- c. **College Board Disclaimer of Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD AND ITS AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**5. LIMITATION OF LIABILITY AND INDEMNIFICATION.**

- a. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ITS SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS PROFITS OR INTERRUPTION IN USE OR AVAILABILITY OF THE PRODUCTS OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COLLEGE BOARD SHALL NOT BE LIABLE FOR ANY EXPENSES OR DAMAGES ARISING OUT OF ANY ERASURE, DAMAGE OR DESTRUCTION OF FILES, DATA OR SOFTWARE. CLIENT SHALL BE RESPONSIBLE FOR MAKING BACKUP COPIES OF SUCH MATERIALS.
- b. IN NO EVENT SHALL COLLEGE BOARD'S (ITS AFFILIATES' OR ITS SUBCONTRACTORS') AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- c. **Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, each party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the the other party ("Indemnified Party") from and against any and all liabilities, demands, claims, fines, penalties damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Indemnified Party may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Inemnifying Party shall not be obligated to indemnify the Indemnified Party to the extent such Damages are caused directly by the negligence or willful misconduct of the Indemnified Party.

## 6. CONFIDENTIAL AND PROPRIETARY INFORMATION.

- a. As part of providing the Deliverables, the College Board may from time-to-time provide Client with information or materials considered by the College Board to be confidential and proprietary. Client will not, to the extent allowed by law, during the term of the Agreement or thereafter, without prior approval, disclose or make known to anyone not an employee, agent, subcontractor or consultant of Client or designated by the College Board to receive such information, any of the College Board's confidential or proprietary information or materials, *provided, however*, that any such person or entity who is an agent, subcontractor or a consultant of Client shall have first executed a nondisclosure agreement reasonably satisfactory to the College Board governing the treatment of such information.
- b. The College Board will not, during the term of the Agreement or thereafter, without prior approval, disclose or make known to anyone not an employee agent, subcontractor or consultant of College Board or designated by Client to receive such information, any of Client's confidential or proprietary information or materials which are designated as such to the College Board in writing, or any part thereof, which the College Board may learn or be exposed to during the terms of this Agreement. Notwithstanding the foregoing, the College Board and Client agree that student and prospective student data are confidential, regardless of whether it is designated as confidential in writing.
- c. The obligations of the receiving party under this Agreement with respect to the protection of confidential information shall not extend to any information which: 1) is already known to the receiving party or independently developed by it; 2) is publicly available or becomes publicly available through no fault of the receiving party; 3) is received by the receiving party without restriction from a third party not under an obligation of confidentiality to the disclosing party; 4) is furnished by the disclosing party to a third party without a similar restriction of the third party's rights; 5) is not designated as being confidential or proprietary by the disclosing party in

accordance with this section; or 6) is disclosed by the receiving party pursuant to any judicial or governmental requirement or order, provided that the receiving party takes reasonable steps to give the disclosing party sufficient prior notice in order for the disclosing party to contest such requirement or order. Sections 6(c)(1) through (5) shall not apply to student and prospective student data.

## 7. TERM AND TERMINATION.

- a. **Term.** The term of this Agreement shall begin as of the earliest Schedule Effective Date (as defined in the applicable Schedule(s)) (“Effective Date”) and, unless sooner terminated as provided in this Agreement, will expire on the date that the final Schedule expires (“Term”). During any Schedule renewal term, the applicable Deliverable(s) will be subject to the College Board’s then-current fees and policies at the time of renewal.
- b. **Termination.** If a party commits a breach of any of the material provisions of this Agreement (including but not limited to any failure by Client to make payments when due), the other party may give that party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, the non-breaching party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable: **provided, however,** that if Client should breach the Section entitled Representations and Warranties and/or Confidential and Proprietary Information, then the College Board shall have the right to terminate this Agreement immediately.
- c. **Early Termination.** If Client terminates a Schedule prior to the end of the Initial Term (as defined in such Schedule), Client will pay to the College Board early termination fees associated with any discounts that Client might have received upon the Schedule Effective Date or renewal of that Schedule, as applicable.
- d. **Rights After Termination.** Upon termination or expiration of a Schedule, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content and materials from Client’s computer systems, storage media and files and all copies thereof, and (b) promptly return or destroy, at College Board’s direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client’s possession or under Client’s control.
- e. **Partial Payment Upon Termination.** Client will compensate the College Board for all Deliverables received, and any costs incurred by the College Board, prior to the effective date of any termination under the Agreement.



- f. **Availability of Deliverables.** In addition to its other rights hereunder and notwithstanding the term of any Schedule, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s). For all software products, such refund will apply to unused maintenance.

## 8. MISCELLANEOUS.

- a. **Cooperation.** Client shall cooperate fully with College Board, its agents, consultants and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) as applicable, providing prompt access to Client's personnel, equipment, software, systems, documentation; (b) fulfilling its obligations under the applicable Schedule; (c) furnishing College Board with Client contact information; and (d) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.
- b. **Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, Client's failure to cooperate as described in this Section, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.
- c. **Governing Law.** This Agreement is governed by the laws of the State of California, U.S.A. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.
- d. **Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any Fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

- e. **Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, on the seventh day following such mailing or by national courier service on the third business day following such mailing, or if sent by fax, on the day faxed, or if not a business day, the next succeeding business day, provided that the fax is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**

HED Contracts Management  
The College Board  
3700 Crestwood Parkway  
Suite 700  
Duluth, GA 30096-7155  
Tel: (770) 225-4085  
Fax: (770) 225-4064

**With Copy to:**

Legal Department  
The College Board  
45 Columbus Avenue  
New York, NY 10023  
Tel: (212) 713-8000  
Fax: (212) 713-8036

**To Client:**

Cynthia Pienkowski  
Coastline Community College  
11460 Warner Avenue  
Fountain Valley, CA 92708  
Tel: (714) 241-6239

- f. **Publicity.** The College Board may use “Client Marks” in connection with publicized client lists, advertising and other promotional and marketing materials, including placing references to Client on College Board's website, provided that College Board complies with any reasonable written trademark usage guidelines furnished by Client. For purposes of this Agreement, “Client Marks” shall mean all trademarks, trade names, service marks, and logos of Client. The parties may issue a mutually agreed upon joint press release on or after the Effective Date announcing their relationship. The College Board may use Client as a reference in connection with proposals and other communications with prospective customers.
- g. **Assignment.** Client shall not subcontract assign or transfer this Agreement or otherwise dispose of its right, title, or interest therein or any part thereof to any person, without obtaining the prior written consent of the College Board which the College Board may grant or deny in its sole discretion. For purposes of this provision, a sale or transfer of the stock or all, or substantially all, of the assets of Client, a merger (by operation of law or otherwise), consolidation, exchange, a change of control or other business combination involving Client or Client's parent company shall be deemed an assignment, regardless of whether such transaction results in Client (or its parent, as applicable) being the surviving or disappearing corporation. A change of control shall mean if any other person or entity acquires, at a minimum, a fifty percent (50%) direct or indirect ownership interest in, or control over, Client and/or Client's parent company. Any attempted assignment without such prior written consent shall be void and of no force and effect.

- 
- h. Survival.** The provisions within this Agreement, including its Schedules, pertaining to fees, payment schedule, ownership of software and data, license of software and data, intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 8 herein, entitled Miscellaneous, shall survive the termination or expiration of this Agreement.
- i. Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore which most closely approximates the intent and economic effect of the invalid provision.
- j. Third Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.
- k. Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.
- l. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which taken together shall constitute one and the same document. A signature delivered by facsimile shall be considered binding for both parties.
- m. Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- n. Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board's employees shall not be considered employees of Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of Client. Client and the College Board recognize and agree that the College Board is an independent contractor, and that neither the College Board nor any of the College Board's employees or agents is an employee of Client.

- o. Entire Agreement.** This Agreement with all attached Schedules and Attachments (and any attachments to those Schedules and Attachments) sets forth the entire agreement between the College Board and Client, supersedes any and all other agreements and understandings (oral and written) between the College Board and Client concerning the subject matter of this Agreement, and the terms hereof may not be changed or modified except by an instrument in writing duly signed by authorized representatives on behalf of both the College Board and Client.

By signing below, the parties have so indicated their agreement with the terms and conditions stated herein.

**AGREED AND ACCEPTED:**

**COAST COMMUNITY COLLEGE DISTRICT,**  
President, Governing Board of Trustees

**THE COLLEGE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Herbert Elish

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Chief Operating Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**ATTACHMENT 1 TO COLLEGE BOARD ENROLLMENT AGREEMENT  
CLIENT CONTACT INFORMATION**

**Coastline Community College**

<p><b>Invoice and Billing</b></p> <p><i>Please note the name and contact information of the person to whom the College Board should direct invoices and BILLING RELATED communications for this Agreement.</i></p>	<p><b>Primary Contact for Technical Support</b></p> <p><i>Please note the name and contact information of the person to whom the College Board should direct TECHNICAL communications. This is the contact who will receive all products shipped as related to this Agreement.</i></p>
<p><b>Name:</b></p>	<p><b>Name:</b></p>
<p><b>Title:</b></p>	<p><b>Title:</b></p>
<p><b>Street Address:</b></p>	<p><b>Street Address:</b></p>
<p><b>Phone Number:</b></p>	<p><b>Phone Number:</b></p>
<p><b>Fax Number:</b></p>	<p><b>Fax Number:</b></p>
<p><b>E-mail:</b></p>	<p><b>E-mail:</b></p>

---

**ATTACHMENT 2 TO COLLEGE BOARD ENROLLMENT AGREEMENT**  
**ENROLLMENT BUDGET**

<b><u>Payment date</u></b>	<b><u>Amount</u></b>
Due on October 1, 2012	\$21,952.02
Due on September 1, 2013	\$17,804.00

## Schedule to College Board Enrollment Agreement

### PowerFAIDS® Software

PowerFAIDS software automates the financial aid process and assists Client in managing student eligibility, verification, Federal Grant management, award packaging, loan origination, reporting and research.

**Software Training.** College Board will make PowerFAIDS basic training available at College Board's Reston, Virginia office for Client employees ("PowerFAIDS Basic Training"). Client shall be responsible for all costs associated with travel and accommodations.

**Training Vouchers.** The College Board offers to its clients a 3-day PowerFAIDS Basic Training class in the College Board's Reston, Virginia office. One staff member of Client may attend such training for no additional charge. If Client purchases between 6 and 19 licenses, Client may send 2 staff persons to training at no additional charge. If Client purchases 20 or more licenses, then Client may send 3 staff persons to training for no additional charge. Client may take advantage of the free training solely for the College Board's 3-day training class, and only during the first twelve (12) months of the term of this Schedule. Client may enroll additional staff members at the College Board's then-current training tuition fee.

**Installation Visit.** Client may elect to have College Board staff conduct a two (2) day Software installation visit for an additional fee. The goal of the installation visit is to help Client properly install the Software. Prior to the on-site installation visit, Client agrees to: procure all necessary hardware, including server and workstations; unpack, set up, and test hardware for network connectivity and day-to-day use prior to the visit; load all service packs and patches for the operating system and database software.

**Implementation Visit.** The College Board will provide three (3) days of on-site implementation support at Client's location with the purchase of (5) five or more user licenses. The goal of the implementation visit is to help Client begin basic processing on PowerFAIDS, including but not limited to budget determinations, funds management, and document tracking. Prior to the on-site implementation visit, Client agrees to: inform implementation representative of selected implementation team members from the Client's location; complete and submit requested parameter information to implementation representative within the specified time period; provide implementation preparation progress to implementation representative. Implementation documentation will be provided by the College Board prior to the visit. Additional implementation services may be purchased for additional fees.

**User Support.** Client may obtain technical user support for the Software by contacting the College Board's user support staff by either calling the College Board's toll-free telephone number or via electronic mail. Additional documentation is available on the PowerFAIDS Community Site.

---

Hours of support are 9:00 am – 7:00 pm Eastern Time Monday through Thursday, and Friday, 9:00 am – 5:00 pm, excluding College Board holidays and other times for system maintenance.

<b>Supplemental Terms and Conditions – PowerFAIDS Software</b>
--

## 1. DEFINITIONS.

The following definitions shall apply to this Schedule.

- a. **Anniversary Date.** The “Anniversary Date” for the Software, which starts each licensing and maintenance cycle, is September 1 of the year of the Schedule Effective Date, unless otherwise agreed to in writing by the parties.
- b. **Client Data.** “Client Data” shall mean all student data furnished by Client to the College Board under this Schedule.
- c. **Documentation.** “Documentation” means the published user training manuals, operating manuals, other flow charts or documentation that the College Board makes generally available for use with the Software.
- d. **Software.** “Software” shall mean the computer programs in machine readable object code known as PowerFAIDS and any Updates thereto, together with related Documentation and technical manuals.
- e. **Updates.** “Updates” shall mean any subsequent Software or Documentation error corrections, updates, new releases, new versions, product improvements, system modifications, upgrades and fixes.
- f. **Services.** “Services” shall mean implementation, maintenance and support services in connection with the Software.

## 2. SOFTWARE LICENSE.

- 
- a. Grant of License.** Subject to the terms and conditions of this Schedule and Client's payment of the applicable Fees, the College Board hereby grants to Client a nonexclusive, non-transferable, non-assignable license for Client's Authorized Users to use the Software, up to the number of licenses specified herein, solely for Client's own internal recruitment and/or financial aid-related business purposes. Use of the Software and any related materials furnished herein, for any other purpose will neither be granted nor allowed under this Schedule. Client's licenses will be limited by the number of Authorized Users.
- b. Copies.** Client can make one copy of the Software for the sole purpose of inactive backup, archival and quality assurance purposes to protect it from loss. Client shall reproduce all confidentiality and proprietary notices on the copy as they appear on the Software furnished by the College Board, and Client shall maintain an accurate record of the location of the copy.
- c. Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, transfer or otherwise provide the Software to third parties, make the Software available for use by third parties or use the Software for the benefit of any third party; (b) copy (except as expressly provided in Section 2(b), reproduce, modify, adapt, translate or create any derivative works from the Software; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the Software; or (d) encourage or permit any Authorized User or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all Authorized Users comply with the terms of this Schedule, and Client shall be liable for any breach by any Authorized User of the license restrictions or other terms of this Schedule.
- d. Authorized Use.** Client agrees that the Software is confidential and, except as provided in this paragraph, Client will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor allow the Software itself to be physically duplicated or reproduced, reverse engineered or used by any third party, in whole or in part, without prior written approval from the College Board. Client further agrees that Client will make no use of the Software or any trade secrets or know-how embodied therein and communicated to Client thereby or any technical data or information contained therein except for the purpose of administering student financial aid services at your institution or agency, including your branch campuses, members of your college or university system or branches of your agency. However, in recognition that Client may from time to time find it desirable to retain an outside computer expert or experts for purposes of consulting only (the "Consultant"), in connection with your use of the Software, Client may permit the Consultant to use and examine the Software only to the extent necessary for the Consultant to perform their consulting obligations to Client; provided, however, that the Software shall not be physically duplicated or reproduced, or reverse engineered by the Consultant, and provided further that, prior to any such use or examination by the Consultant, the Consultant has entered in to a signed written agreement with Client to preserve the confidentiality of the Software and to protect the College Board trade secrets and know-how embodied in the Software.



---

Upon request, Client shall provide such Consultant agreement to the College Board. Client acknowledges that, if Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use the Software and to repossess the materials constituting the Software, without waiver of any other remedy, whether legal or equitable.

- e. Modifications.** The PowerFAIDS database schema and code base are the sole and exclusive property of the College Board. Client may not reverse-engineer, disassemble, decompile, make any other attempt by any means to discover or obtain the source code for the Software. Client also may not make any unauthorized modifications to the Software including the addition or deletion of data via unauthorized methods; adding tables, stored procedures, or triggers to the database schema; and running scripts against the database other than those scripts which may have been provided by the College Board. Failure to maintain the integrity of the source code and/or the database schema may result in the termination of this Agreement. The College Board shall have no responsibility to provide services to repair databases affected by unapproved activities. The College Board reserves the right to require the user to correct data deficiencies manually by restoring a backup copy of the database and re-entering data. The College Board also reserves the right to charge a fee for services required to restore schema and/or lost data; provided, however, the College Board does not guarantee that it will provide such services. The College Board makes no representations and/or warranties as to the effectiveness of data recovery or schema repair services. If Client changes, alters or modifies in any way the Software without the prior written approval of the College Board, then the College Board shall have no responsibility to Client if the Software as changed is not operationally suitable, and the College Board will not support or guarantee maintenance services if Client has made unauthorized changes to the Software. The College Board shall not refund any fees for Software that is no longer operationally suitable because it has been changed, altered or modified without the prior written approval of the College Board.
- f. Software Updates.** At no additional cost to Client, the College Board will provide Client with all Updates released during the Term of this Schedule. Updates will be sent to Client via electronic transmission.

- 3. IMPLEMENTATION AND ACCEPTANCE.** The College Board shall furnish Client with Software by way of electronic transmission. Software shall be deemed accepted by Client upon shipment of electronic media or when Client receives passwords to use Software as applicable. Services for the Software begin on the Schedule Effective Date. The Software shall be deemed to be operationally suitable unless, within ninety (90) days following the receipt thereof by Client, the College Board shall have received from Client, a written objection thereto signed by Client. The College Board agrees to use commercially reasonable efforts to correct any objection or defect timely reported to the College Board within such ninety (90) day period. The College Board shall have no responsibility to Client if Client modifies the Software without the prior written approval of the College Board.

#### **4. INTELLECTUAL PROPERTY.**

- a. Ownership of Software.** Client agrees and acknowledges that all worldwide right, title, and interest in and to the Software (including without limitation all Updates) and all copies thereof, is, and shall at all times remain, the College Board's sole and exclusive property, and that, without limiting the generality of the foregoing, the College Board is the exclusive owner of all rights therein, in and to the Software, including, without limitation, all copyrights, trademarks, patents, trade secrets and other similar proprietary and intellectual property rights, and all renewals and extensions thereof.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. Except for the license expressly granted herein, Client shall have no rights to or other interests in the Software. Client shall keep the Software free and clear of all liens and security interests. College Board reserves all rights not explicitly granted to Client under this Schedule.

- b. Ownership and License of Data.** Client Data shall remain the property of Client and shall be considered confidential or proprietary, as defined in Section 6 of the Agreement. Client hereby grants College Board a non-exclusive, limited license to use Client Data and any information prepared or furnished by Client solely in connection with the College Board furnishing Deliverables under this Schedule.
- c. Client Warranty.** Client represents and warrants that it has the right to disclose Client Data and/or all information transmitted by Client to College Board and, where third party information is being provided by College Board, it has obtained all licenses and approvals as may be required for College Board to use such information in the manner and to the full extent contemplated under this Schedule.

- 5. INDEMNIFICATION.** Subject to Section 5 of the Agreement, the College Board, at its own expense, shall defend or settle, at College Board's option, any third party claim, suit or proceeding ("Third Party Claim") brought against Client claiming that the Software infringes upon such third party's valid United States patent or copyright, and College Board shall pay any final judgment entered against Client by a court of competent jurisdiction or settlement agreed to by College Board with respect to any such Third Party Claim, but only if: (a) Client notifies College Board in writing within ten (10) days after first becoming aware of such Third Party Claim; (b) College Board has sole control over the defense and settlement of such Third Party Claim; (c) at College Board's request and expense, Client reasonably cooperates with College Board in defending such Third Party Claim; and (d) Client takes no action that is contrary to College Board's interests with respect to such Third Party Claim.

- a. **Remedy.** Upon assertion of any such Third Party Claim, College Board shall have the right, at its sole option and expense, to: (a) obtain the right to continue using the Software; (b) replace or modify the affected portions of the Software so that they are no longer infringing; or, if neither of the foregoing options is reasonably available to College Board, then (c) accept return of the affected Software and refund to Client the prorated portion of the fee actually paid by Client under this Schedule during the then-current annual term.
- b. **Limitations.** This Section states College Board's entire liability and Client's exclusive remedies for infringement. College Board shall have no liability or obligation to Client under this Section if the Third Party Claim results from: (a) modifications or alterations to the Software made by Client or a party other than College Board or its authorized agents, or made by College Board pursuant to specific design instructions furnished by Client; (b) Client's failure to promptly install an Update if installation of such Update would have avoided the infringement; or (c) Client's use of the Software in combination with any products, services or materials not provided by College Board or use other than in accordance with this Schedule.

## 6. TERM AND TERMINATION.

- a. **Term.** This Schedule shall commence on October 1, 2012 ("Schedule Effective Date") and continue annually in accordance with the Anniversary Dates until August 31, 2013 ("Initial Term"). Following the Initial Term, this Schedule will automatically renew on an annual basis as long as Client continues to pay the annual maintenance and support fee as invoiced by the College Board. Each extension of this Schedule beyond the Initial Term may contain modifications to the Supplemental Terms and Conditions hereof as agreed upon by both parties, including changes in the annual fees.
- b. **Early Termination.** Should Client terminate this Schedule during any year, Client will not receive a refund of fees paid for that year.
- c. **Return of the Software.** Upon the expiration or termination of this Schedule, or upon Client's discontinuance of use of Software, for any reason, whichever shall first occur, Client shall: (a) immediately cease all use of the Software; (b) purge, remove and destroy all copies of the Software from Client's computer systems, storage media and files (with any supporting materials); and (c) within fifteen (15) days after termination, Client shall supply a certificate signed by an officer certifying compliance with this section.

**7. FEES AND INVOICING.****a. Pricing Table****2012-2013**

\$21,952.02

**b. Payment Schedule.**

- i) Upon the Schedule Effective Date, the College Board shall invoice Client annually for all Deliverables according to the payment schedule detailed below. Payment of the invoiced amount shall be due and payable within thirty (30) days of the invoice date.

<b><u>Payment date</u></b>	<b><u>Amount</u></b>
Due on October 1, 2012	\$21,952.02

- c. Additional Software.** Fees associated with additional licenses for the Software (license fee, maintenance and support fees) will be based on the College Board's then-current fees.

---

**Schedule to College Board Enrollment Agreement****PowerFAIDS® Software Maintenance**

PowerFAIDS software automates the financial aid process and assists Client in managing student eligibility, verification, Federal Grant management, award packaging, loan origination, reporting and research.

Client has licensed the Software from a College Board reseller. Under this Schedule, the College Board will provide maintenance in connection with Client's use of the Software, regular updates, user support, and providing training.

**Software Training.** College Board will make PowerFAIDS basic training available at College Board's Reston, Virginia office for Client employees. Client may enroll staff members at the College Board's then-current training tuition fee. Client shall be responsible for all costs associated with travel and accommodations.

**User Support.** Client may obtain technical user support for the Software by contacting the College Board's user support staff by either calling the College Board's toll-free telephone number or via electronic mail. Additional documentation is available on the PowerFAIDS Community Site. Hours of support are 9:00 am – 7:00 pm Eastern Time Monday through Thursday, and Friday, 9:00 am – 5:00 pm, excluding College Board holidays and other times for system maintenance.

<b>Supplemental Terms and Conditions – PowerFAIDS Software</b>
--

**8. DEFINITIONS.**

The following definitions shall apply to this Schedule.

- g. Anniversary Date.** The "Anniversary Date" for the Software, which starts each licensing and maintenance cycle, is September 1 of the year of the Schedule Effective Date, unless otherwise agreed to in writing by the parties.



- 
- h. Client Data.** “Client Data” shall mean all student data furnished by Client to the College Board under this Schedule.
- i. Documentation.** “Documentation” means the published user training manuals, operating manuals, other flow charts or documentation that the College Board makes generally available for use with the Software.
- j. Software.** “Software” shall mean the computer programs in machine readable object code known as PowerFAIDS and any Updates thereto, together with related Documentation and technical manuals.
- k. Updates.** “Updates” shall mean any subsequent Software or Documentation error corrections, updates, new releases, new versions, product improvements, system modifications, upgrades and fixes.
- l. Services.** “Services” shall mean maintenance and support services in connection with the Software.
- 9. Software Updates.** At no additional cost to Client, the College Board will provide Client with all Updates released during the Term of this Schedule. The College Board shall furnish Client with Updates by way of electronic transmission.
- 10. Authorized Use.** Client agrees that the Software is confidential and, except as provided in this paragraph, Client will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor allow the Software itself to be physically duplicated or reproduced, reverse engineered or used by any third party, in whole or in part, without prior written approval from the College Board. Client further agrees that Client will make no use of the Software or any trade secrets or know-how embodied therein and communicated to Client thereby or any technical data or information contained therein except for the purpose of administering student financial aid services at your institution or agency, including your branch campuses, members of your college or university system or branches of your agency. However, in recognition that Client may from time to time find it desirable to retain an outside computer expert or experts for purposes of consulting only (the “Consultant”), in connection with your use of the Software, Client may permit the Consultant to use and examine the Software only to the extent necessary for the Consultant to perform their consulting obligations to Client; provided, however, that the Software shall not be physically duplicated or reproduced, or reverse engineered by the Consultant, and provided further that, prior to any such use or examination by the Consultant, the Consultant has entered in to a signed written agreement with Client to preserve the confidentiality of the Software and to protect the College Board trade secrets and know-how embodied in the Software. Upon request, Client shall provide such Consultant agreement to the College Board. Client acknowledges that, if Client violates any of the provisions hereof, the College Board shall have the right to terminate your right to use the Software and to repossess the materials constituting the Software, without waiver of any other remedy, whether legal or equitable.

**11. Modifications.** The PowerFAIDS database schema and code base are the sole and exclusive property of the College Board. Client may not reverse-engineer, disassemble, decompile, or make any other attempt by any means to discover or obtain the source code for the Software. Client also may not make any unauthorized modifications to the Software including the addition or deletion of data via unauthorized methods; adding tables, stored procedures, or triggers to the database schema; and running scripts against the database other than those scripts which may have been provided by the College Board. Failure to maintain the integrity of the source code and/or the database schema may result in the termination of this Agreement. The College Board shall have no responsibility to provide services to repair databases affected by unapproved activities. The College Board reserves the right to require the user to correct data deficiencies manually by restoring a backup copy of the database and re-entering data. The College Board also reserves the right to charge a fee for services required to restore schema and/or lost data; provided, however, the College Board does not guarantee that it will provide such services. The College Board makes no representations and/or warranties as to the effectiveness of data recovery or schema repair services. If Client changes, alters or modifies in any way the Software without the prior written approval of the College Board, then the College Board shall have no responsibility to Client if the Software as changed is not operationally suitable, and the College Board will not support or guarantee maintenance services if Client has made unauthorized changes to the Software. The College Board shall not refund any fees for Software that is no longer operationally suitable because it has been changed, altered or modified without the prior written approval of the College Board.

## 12. INTELLECTUAL PROPERTY.

- d. Ownership of Software.** Client agrees and acknowledges that all worldwide right, title, and interest in and to the Software (including without limitation all Updates) and all copies thereof, is, and shall at all times remain, the College Board's sole and exclusive property, and that, without limiting the generality of the foregoing, the College Board is the exclusive owner of all rights therein, in and to the Software, including, without limitation, all copyrights, trademarks, patents, trade secrets and other similar proprietary and intellectual property rights, and all renewals and extensions thereof.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. Except for the license expressly granted herein, Client shall have no rights to or other interests in the Software. Client shall keep the Software free and clear of all liens and security interests. College Board reserves all rights not explicitly granted to Client under this Schedule.

- e. **Ownership and License of Data.** Client Data shall remain the property of Client and shall be considered confidential or proprietary, as defined in Section 6 of the Agreement. Client hereby grants College Board a non-exclusive, limited license to use Client Data and any information prepared or furnished by Client solely in connection with the College Board furnishing Deliverables under this Schedule.
- f. **Client Warranty.** Client represents and warrants that it has the right to disclose Client Data and/or all information transmitted by Client to College Board and, where third party information is being provided by College Board, it has obtained all licenses and approvals as may be required for College Board to use such information in the manner and to the full extent contemplated under this Schedule.

**13. INDEMNIFICATION.** Subject to Section 5 of the Agreement, the College Board, at its own expense, shall defend or settle, at College Board's option, any third party claim, suit or proceeding ("Third Party Claim") brought against Client claiming that the Software infringes upon such third party's valid United States patent or copyright, and College Board shall pay any final judgment entered against Client by a court of competent jurisdiction or settlement agreed to by College Board with respect to any such Third Party Claim, but only if: (a) Client notifies College Board in writing within ten (10) days after first becoming aware of such Third Party Claim; (b) College Board has sole control over the defense and settlement of such Third Party Claim; (c) at College Board's request and expense, Client reasonably cooperates with College Board in defending such Third Party Claim; and (d) Client takes no action that is contrary to College Board's interests with respect to such Third Party Claim.

- c. **Remedy.** Upon assertion of any such Third Party Claim, College Board shall have the right, at its sole option and expense, to: (a) obtain the right to continue using the Software; (b) replace or modify the affected portions of the Software so that they are no longer infringing; or, if neither of the foregoing options is reasonably available to College Board, then (c) accept return of the affected Software and refund to Client the prorated portion of the fee actually paid by Client under this Schedule for the then-current term.
- d. **Limitations.** This Section states College Board's entire liability and Client's exclusive remedies for infringement. College Board shall have no liability or obligation to Client under this Section if the Third Party Claim results from: (a) modifications or alterations to the Software made by Client or a party other than College Board or its authorized agents, or made by College Board pursuant to specific design instructions furnished by Client; (b) Client's failure to promptly install an Update if installation of such Update would have avoided the infringement; or (c) Client's use of the Software in combination with any products, services or materials not provided by College Board or use other than in accordance with this Schedule.

#### **14. TERM AND TERMINATION.**

- d. Term.** This Schedule shall commence on September 1, 2013 (“Schedule Effective Date”) and continue annually in accordance with the Anniversary Dates until August 31, 2014 (“Initial Term”). Following the Initial Term, this Schedule will automatically renew on an annual basis as long as Client continues to pay the annual maintenance and support fee as invoiced by the College Board. Each extension of this Schedule beyond the Initial Term may contain modifications to the Supplemental Terms and Conditions hereof as agreed upon by both parties, including changes in the annual fees.
- e. Early Termination.** Should Client terminate this Schedule during any year, Client will not receive a refund of fees paid for that year.
- f. Return of the Software.** Upon the expiration or termination of this Schedule, or upon Client’s discontinuance of use of Software, for any reason, whichever shall first occur, Client shall: (a) immediately cease all use of the Software; (b) purge, remove and destroy all copies of the Software from Client’s computer systems, storage media and files (with any supporting materials); and (c) within fifteen (15) days after termination, Client shall supply a certificate signed by an officer certifying compliance with this section.

**15. FEES AND INVOICING.**

**d. Pricing Table**

2013-2014

\$17,804

**e. Payment Schedule.**

- i) Upon the Schedule Effective Date, the College Board shall invoice Client for the Services, and annually thereafter. Payment of the invoiced amount shall be due and payable within thirty (30) days of the invoice date.

<u>Payment date</u>	<u>Amount</u>
Due September 1, 2013	\$17,804.00



**ENROLLMENT BUDGET SCHEDULE**

	<u>Quantity</u>	<u>Total Cost</u>
<b><i>Year 1: 2012-13 Products and Services</i></b>		
<b><i>Software Licensing and Services</i></b>		
PowerFAIDS Initial Software License Fee per user	3	\$21,952.02
Cost of 3 Additionnal licenses for a total of 8 PowerFAIDS licenses		
October 2012 – August 2013		
<b><i>Sub Total for Year 1: 2012-13 Products and Services</i></b>		<b><i>\$21,952.02</i></b>
<b><i>Year 2: 2013-14 Products and Services</i></b>		
<b><i>Technical and Professional Services</i></b>		
PowerFAIDS Maintenance & Support Annual Subscription	8	\$17,804.00
September 2013 - August 2014		
<b><i>Sub Total for Year 2: 2013-14 Products and Services</i></b>		<b><i>\$17,804.00</i></b>
<b><i>Total</i></b>		<b><i>\$39,756.02</i></b>

**Amendment to Agreement**  
**between**  
**Coast Community College District**  
**and**  
**Cengage Learning**  
**re**  
**Cultural Anthropology: Our Diverse World**

This is an amendment to an Agreement (“Agreement”) between Coast Community College District (Coast) and Cengage Learning (Publisher) executed by Coast on July 20, 2005, with respect to a telecourse entitled ***Cultural Anthropology: Our Diverse World*** (“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 Third Edition of the Telecourse Student Guide, presently entitled ***Course Student Guide for Anthropology: Our Diverse World for use with Cultural Anthropology: The Human Challenge*** the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Fourteenth Edition of the text, presently entitled, ***Cultural Anthropology: The Human Challenge***, by Haviland, Prins, Walrath, and McBride;

WHEREAS, in accordance with Paragraph 2.2.4 of the Agreement, the Publisher has requested and Coast has agreed to prepare a third edition of the work, it is hereby agreed as follows:

1. Coast hereby grants Publisher the right to print, publish, and sell the Third Edition under the same terms and conditions applicable to the First Edition Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before January 16, 2013 camera-ready mechanicals for the Third Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 400 pages in length, provided the Publisher delivers all final page proofs to Coast by October 15, 2012.
3. Publisher shall pay Coast the sum of \$4,000.00 as a grant for revision to accommodate the new edition of ***Cultural Anthropology: The Human Challenge***, by Haviland, Prins, Walrath, and McBride 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. All notices to Coast are to be sent to: Executive Dean, Office of Learning and 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.
5. All notices to Publisher are to be sent to: Cengage Learning, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

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 \_\_\_\_\_  
President and Publisher

By \_\_\_\_\_  
Acquisitions Editor

With Notification to:

Executive Dean  
Office of Learning and Information Technologies  
11460 Warner Avenue  
Fountain Valley, CA 92708-2597

President, Board of Trustees  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

APPROVED AS TO FORM

\_\_\_\_\_  
District General Counsel

**Amendment to Agreement**  
**between**  
**Coast Community College District**  
**and**  
**Cengage Learning**  
**re**  
**Anthropology: The Four Fields**

This is an amendment to an Agreement (“Agreement”) between Coast Community College District (Coast) and Cengage Learning (Publisher) executed by Coast on July 20, 2005, with respect to a telecourse entitled *Anthropology: The Four Fields* (“Project Telecourse”).

WHEREAS, pursuant to the Agreement between Coast and Publisher, 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 Third Edition of the Telecourse Student Guide, presently entitled *Student Guide for Anthropology: The Four Fields for use with Anthropology: The Human Challenge* the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Fourteenth Edition of the text, presently entitled, *Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride;

WHEREAS, in accordance with Paragraph 2.2.4 of the Agreement, the Publisher has requested and Coast has agreed to prepare a third edition of the work, it is hereby agreed as follows:

1. Coast hereby grants Publisher the right to print, publish, and sell the Third Edition under the same terms and conditions applicable to the First Edition Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before January 16, 2013 camera-ready mechanicals for the Third Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 550 pages in length, provided the Publisher delivers all final page proofs to Coast by October 15, 2012.
3. Publisher shall pay Coast the sum of \$4,000.00 as a grant for revision to accommodate the new edition of *Anthropology: The Human Challenge*, by Haviland, Prins, Walrath, and McBride 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. All notices to Coast are to be sent to: Executive Dean, Office of Learning and 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.

5. All notices to Publisher are to be sent to: Cengage Learning, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:

Coast Community College District:

Cengage Publishing

By \_\_\_\_\_  
President, Board of Trustees

By \_\_\_\_\_  
President and Publisher

With Notification to:

By \_\_\_\_\_  
Acquisitions Editor

Executive Dean  
Office of Learning and Information Technologies  
11460 Warner Avenue  
Fountain Valley, CA 92708-2597

President, Board of Trustees  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

APPROVED AS TO FORM

\_\_\_\_\_  
District General Counsel



**Amendment to Agreement**  
**between**  
**Coast Community College District**  
**and**  
**Cengage Learning**  
**re**  
**Physical Anthropology: The Evolving Human**

This is an Amendment to an Agreement ("Agreement") between Coast Community College District (Coast) and Cengage Learning (Publisher) executed by Coast on July 20, 2005, with respect to a telecourse entitled *Physical Anthropology: The Evolving Human* ("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 Fourth Edition of the Telecourse Student Guide, presently entitled *Student Guide for Physical Anthropology: The Evolving Human for use with Introduction to Physical Anthropology* the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Fourteenth Edition of the text, presently entitled, *Introduction to Physical Anthropology*, by Jurmain, Kilgore, and Trevathan;

WHEREAS, in accordance with Paragraph 2.2.4 of the Agreement, the Publisher has requested and Coast has agreed to prepare a fourth edition of the work, it is hereby agreed as follows:

1. Coast hereby grants Publisher the right to print, publish, and sell the Fourth Edition under the same terms and conditions applicable to the Second Edition student guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before March 19, 2013 camera-ready mechanicals for the Fourth Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 400 pages in length, provided the Publisher delivers all final page proofs to Coast by January 7, 2013.
3. Publisher shall pay Coast the sum of \$4,000.00 as a grant for revision to accommodate the new edition of *Introduction to Physical Anthropology* by, Jurmain, Kilgore, and Trevathan 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. All notices to Coast are to be sent to: Executive Dean, Office of Learning and 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.

5. All notices to Publisher are to be sent to: Cengage Learning, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

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 \_\_\_\_\_  
President and Publisher

By \_\_\_\_\_  
Acquisitions Editor

With Notification to:

Executive Dean  
Office of Learning and Information Technologies  
11460 Warner Avenue  
Fountain Valley, CA 92708-2597

President, Board of Trustees  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

APPROVED AS TO FORM

\_\_\_\_\_  
District General Counsel

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

COMMANDING OFFICER  
WILLIAM BEAUMONT ARMY MEDICAL CENTER  
WARRIOR TRANSITION BATTALION, FT BLISS, TX

AND

COAST COMMUNITY COLLEGE DISTRICT  
(COASTLINE COMMUNITY COLLEGE)  
11460 WARNER AVENUE  
FOUNTAIN V ALLEY, CA 92708-2597

**I. SCOPE OF AGREEMENT**

**A. Parties Involved.**

This agreement, entered into and effective on the October 4, 2012, between the Commanding Officer, WILLIAM BEAUMONT ARMY MEDICAL CENTER-WARRIOR TRANSITION BATTALION, FT BLISS, TX, hereinafter called the "CO, WTB," and Coast Community College District (Coastline Community College), 11460 Warner Avenue, Fountain Valley, CA 92708-2597 hereinafter called the "Academic Institution" or "AI," is for specified educational services as described herein.

**B. Contractual Agreement.**

1. This agreement is not to be construed in any way as giving rise to a contractual obligation of Army or DOD funds to the AI.

2. This agreement may be amended only by mutual consent, in writing, of both parties unless either party is required to change the agreement by statutes, executive orders, directives or other government requirements.

**C. Termination of Agreement.**

1. This agreement shall be in full force and effect for a period of five years unless terminated by mutual consent by a thirty (30) day written notice.

2. Termination by either party shall not be the basis for any claim by the AI against the U.S. Government.

3. Changes in school policy that are inconsistent with the provisions of the agreement may be cause for termination or renegotiations of the agreement.

**D. Administration of the Agreement.**

1. This agreement shall be administered on the Commanding Officer's part by the CO, WTB designated and his/her technical representative(s), for the purpose of inspection and acceptance of services furnished.

2. This agreement shall be administered on the Academic Institution's part by the Dean, Military/Contract Education Programs (or designee). Accordingly, administrative actions by the

Dean (or designee) affecting this agreement must be coordinated with the Commanding Officer prior to taking such actions.

## **II. RESPONSIBILITIES OF THE COMMANDING OFFICER**

### **A. Logistical Support.**

1. Logistical support shall apply to the conduct of services contained by this agreement by the AI to the extent that it does not interfere with the U. S. military mission and is consistent with pertinent government regulations. The Army shall incur no liability by reason of any change in logistic support arrangements, regulations or manuals. Should any government regulation be changed during the period of this agreement, such change will be effective immediately and shall become part of this agreement without the concurrence of the AI. Failure to provide any of the support set forth due to a change in any cited government regulation shall impose no liability on the U. S. Government. Logistical support to be provided by the Army (subject to availability of funds) is stated in paragraph 2 below.

2. Government furnished support to the AI means items furnished to the AI as contrasted to an individual. Logistical support described in "a" through "d" below is to be furnished on a non-reimbursable basis.

a. Computer Center space: Computer Center space will be provided for AI personnel. The adequacy of office space shall be discussed between the parties, however, final determination shall be made by the CO, WTB.

b. Repairs and Utilities (excluding telephones): As required to maintain office space in a good and safe condition. "Good and safe condition" shall be determined by the CO, WTB.

c. Office Furnishings: Provide desks and chairs, within available resources. The AI shall provide any specialized equipment required to support the office.

d. Custodial Services: The CO, WTB will provide custodial services as specified in the government janitorial contract.

### **B. Education Services Evaluation.**

The CO, WTB shall, at his/her option, evaluate the overall performance of the AI and their administrative functions and determine if such is in conformity with this agreement. Within ten days of such evaluation, the CO, WTB shall provide his/her findings in writing to the AI. The AI shall have thirty calendar days to correct any violations of this agreement.

### **C. Reports.**

The CO, WTB shall provide the format for reports and other records required to support this agreement.

### **D. Publicity.**

1. The CO, WTB shall assist in publicizing the AI's educational support services within the geographical area encompassed by this agreement.

2. The CO, WTB shall allow, when possible, the AI to use station Plan of the Week (POW), newspaper(s), radio/TV station, bulletin boards, etc. to publicize services.

### **III. RESPONSIBILITIES OF THE ACADEMIC INSTITUTION**

#### **A. Career & Academic Services & Responsibilities.**

Whereas the AI and CO, WTB mutually contend to offer the highest level and quality of transformative, personal discovery based services to enhance the well-being and of and increase the array of services to a transitioning population, the AI agrees to the following services and responsibilities:

1. Advisement services pertaining to AI programs will be provided by the Site Representative (SR) of the Academic Institution.
2. Educational support services to include course registration assistance, interpretation of career/personality test results, placement testing, referral, informational and other reasonable professional counseling services.
3. Advisement services will be provided a minimum of 6 hours per week.
4. The SR will provide information and educational materials regarding AI which SR determines will best result in successful transition.
5. The AI will inform all employees of any policy concerning base access and the requirement for a background check. The decision of the CO, WTB shall constitute final administrative action as to the matter.
6. AI will provide computer center for WTB personnel to access AI's Distance Learning courses, assessment, career services, career interest/personality testing and AI's student services. Pursuant to this:
  - a. each user of the computers at the computer center will sign a fair use policy (Appendix A).
  - b. AI computer systems will function autonomously on commercial ISP lines and shall never electronically interact with WTB secure and non-secure systems
  - c. AI will assume all costs associated with commercial ISP
7. The AI agrees that employee's salaries will not be based on the number of persons solicited or enrolled in their programs as a result of their presence on the installation. This includes, but is not limited to, paying commissions, bonuses, or any other incentive award(s) to include students affiliated with the institution's program(s).
8. The AI shall be responsible for preparation of explanatory publicity of a general nature. Publicity included in this agreement applies to such media as Plan of the Week (POW) and base newspaper.



9. Responsibility for the reproduction and/or distribution of publicity which is outside of normal military resources, i.e. commercially printed posters, brochures and paid advertisements in base commercial or local newspapers is to be assumed by the AI and at the AI's discretion.

10. If other educational services provided by AI, such as those described in Exhibit A, are requested by the CO, WTB, such services may be provided through a written modification to this agreement.

**B. Office Space.**

The AI shall utilize all office space provided by the CO, WTB for expressed purposes of fulfilling this agreement. All office space is provided on a space-available basis at the discretion of the CO, WTB and can be added or deleted by the same.

**C. Safety, Damages and Claims.**

The AI shall exercise reasonable care to prevent accidents, injury or damage to employees, students and property. The AI agrees to indemnify and hold harmless the Government of the United States, its agencies and instrumentalities against all suits, actions, claims, costs or demands for death, personal injury and property damage to which the Government of the United States, its agencies and instrumentalities might be subjected and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of the AI, its employees or agents in the performance of the required services of this agreement.

**D. Office Management.**

1. The AI shall guarantee that the office will be open 6 hours per week, excluding on established Holidays. The established office hours will be strictly adhered to and conspicuously posted and publicized. Any changes in these hours will be approved by the CO, WTB.

2. The AI shall provide all necessary clerical assistance to support this agreement.

3. The AI shall require that its employees adhere to all U. S. Government and local base regulations including those covered under the standards of conduct. Additionally, employees of the AI shall fulfill any local base requirements which may be established as a condition of entry to or egress from the installation and facility.

**E. Support /Equipment.**

1. The AI will provide all necessary office equipment to include but not limited to computers and hardware, copy machine, facsimile (FAX) machine and computers.

2. The AI will provide its own commercial telephone service, if necessary. Installation and services will be at the expense of the AI. All other expenses required by CO, WTB shall be discussed between the parties, however, final determination shall be made by CO, WTB.

**IV. ADDITIONAL AGREEMENT PROVISIONS**

**A. Base Access.**

Regulations established by the CO, WTB, govern conditions of entry or egress from the installation and facility and establish specific criteria for access and eligibility for pass insurance.

**B. Disputes.**

Except as otherwise provided in this agreement, any dispute concerning an interpretation of or a question of fact arising under this agreement which is not disposed of by mutual consent shall be decided by the CO, WTB, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereafter to the AI. The decision of the CO, WTB shall constitute final administrative action as to matters so arbitrated.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of day and year written below.

COMMANDING OFFICER  
WILLIAM BEAUMONT ARMY MEDICAL CENTER  
WARRIOR TRANSITION BATTALION  
FORT BLISS, TX

COAST COMMUNITY COLLEGE DISTRICT  
(COASTLINE COMMUNITY COLLEGE)  
11460 WARNER AVENUE  
FOUNTAIN V ALLEY, CA 92708-2597

Date:

Date:

By:

By: President, Board of Trustees

\_\_\_\_\_  
LTC PHAM, LONG

\_\_\_\_\_

## Appendix A:

# Acceptable Use Policy

## Ft Bliss Campus Area Network (FBCAN) and Department of Defense (000) Non-classified Internet Protocol Network (NIPRNet) & Contractor Civilian Networks

**1. Forward.** This Acceptable Use Policy (AUP) outlines acceptable use of information within the FBCAN and DoD NIPRNet in accordance with Army Regulation (AR) 25-2, Information Assurance, dated 24 Oct 2007, AR 25-1, Army Knowledge Management and Information Technology Management dated, 30 June 2004, DoD 5500.7-R, "Joint Ethics Regulation.", and ALARACT 158/2008 IMPLEMENTATION OF STANDARD DOD CONSENT BANNER AND USER AGREEMENT (UNCLASSIFIED). This AUP lists minimum-security rules and requirements that NIPRNet system users must follow. Each user must initial each page and sign the last page, acknowledging he/she understands the information and responsibilities.

**2. Understanding of Individual Responsibility.** I have the primary responsibility to safeguard information contained in the FBCAN, and by extension, the DoD Non-classified Internet Protocol Network (NIPRNet) and civilian networks provided on the installation from unauthorized or inadvertent modification, disclosure, destruction, denial of service, and use in accordance with AR 25-2, Information Assurance, 24 Oct 07. By signing this AUP, I acknowledge that I access a Department of Defense (DoD) Information System or civilian service provided on a secure installation that is provided for U.S. Government-Authorized use only, and consent to the following conditions:

- a. The government routinely monitors communications occurring on this information system, and any device attached to this information system, for purposes including, but not limited to, penetration testing, communications security (COMSEC) monitoring, network defense, quality control, and employee counterintelligence investigations.
- b. At any time, the U.S. Government may inspect and seize data stored on this information system.
- c. Communications using, or data stored on, this information system are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.
- d. This information system includes security measures (e.g., authentication and access controls) to protect U.S. Government interests--not for your personal benefit or privacy.
- e. Notwithstanding the above, using an information system does not constitute consent to a personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:
  - Nothing in this User Agreement shall be interpreted to limit the user's consent to, or in any other way restrict or affect any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.
  - The user consents to interception/capture and seizure of ALL communications and data for any authorized purpose (including personnel misconduct, law enforcement, or counterintelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.

Initials: \_\_\_\_\_

- Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.

- Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user's identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.

- A user's failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under established legal standards and DoD policy. However, in such cases the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

#### **Ft Bliss Acceptable Use Policy**

- These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

f. In cases when the user has consented to content searching or monitoring of communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching, (i.e., for all communications and data other than privileged communications (data that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.

g. All of the above conditions apply regardless of whether the access or use of an information system, includes the display of a Notice And Consent Banner: When a banner is used, the banner functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail, or provides a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.

3. Understanding of Access Responsibility. Access to these networks is for official use and authorized purposes and as set forth in DoD5500.7-R, "Joint Ethics Regulation," or as further limited by this policy.

4. Revocability. Access to Army resources is a revocable privilege and subject to content monitoring and security testing.

5. Unclassified Information Processing. The NIPRNet is the primary unclassified information system for organizations and personnel assigned to Ft Bliss.

a. The NIPRNet provides unclassified communication to external DoD and other US Government organizations via electronic mail and Internet working protocols such as web, ftp, Telnet, etc.

b. The NIPRNet is approved to process UNCLASSIFIED, SENSITIVE information.

c. The NIPRNet and the Internet as viewed by the Ft Bliss Commander are synonymous. E-mail and E-mail attachments are vulnerable to interception as they traverse the NIPRNet and the Internet.

d. Civilian networks created to fulfill contractor services shall never directly nor indirectly connect to NIPRNet networks and shall function independent of these systems.

6. Minimum security rules and requirements. The following minimum security rules and requirements apply:

a. Authorized Personnel. Personnel are not permitted access to the NIPRNet unless in compliance with AR 25-2 and associated Best Business Practice (BBP) documents.

b. Security Awareness Training. Users must have completed the user security awareness training module. Users must participate in all training programs as required (inclusive of threat identification, physical security, acceptable use policies, malicious content and logic identification, and non standard threats such as social engineering) before receiving system access.

c. Passwords. All users will generate and protect password or pass-phrases. Passwords for non elevated permissions will consist of at least 10 characters with 2 each of uppercase and lowercase letters, numbers, and special characters. The only authorized user of this account is the NIPRNet system user. The user will not use their user ID, common names, birthdays, phone numbers, military acronyms, call signs, or dictionary-based words as password or pass-phrases. They will not reveal their individual password to anyone. Users will not store their password on any processor, microcomputer, magnetic or electronic media, unless such storage is approved in writing by the DOIM. Users will not store their password where it is accessible to other people.

d. USERID activity. As a NIPRNet system user, you understand that you are responsible for any and all activity that occurs under your assigned USERID and/or CAC Card. Government Computer. As a NIPRNet system user, you will use only authorized hardware and software. You will not download, install, or use any personally owned hardware, software, shareware, or public domain software on a government owned computer.

e. Secure Procedures. Users will use virus-checking procedures before uploading or accessing information from any system, diskette, attachment, compact disk, or web site.

f. Unauthorized Activities.

(1) Users will not attempt to access or process data exceeding my authorized Information Security classification level. Computers connected to the NIPRNet are not authorized for viewing, processing of classified information.

(2) Users will not alter, change, configure, or use operating systems or programs, except as specifically authorized, on Government-owned Information Systems.

(3) Users will not introduce executable code, i.e. exe, .com, .vbs, or .bat files without authorization; and will not write malicious code on Government-owned Information Systems.

g. Unauthorized Behavior. Users will not use Army or DoD provided Information Systems for commercial, financial gain, or illegal activities.

h. Unacceptable Activities. The following examples of activity define unacceptable activities on Army Information Systems:

(1) Using hacker or hacker related software on any FBCAN information system.

(2) Intentionally introduction of a virus, worm, or a Trojan horse on any computer or network within the FBCAN.

(3) The intentional breaking into, damaging, defacing, or destruction of any hardware or software system belonging to another person, activity, agency, or entity.

(4) Accessing Internet sites oriented to pornographic or sexually based material.

(5) Accessing gambling related sites.

i. E-mail use and restrictions. The following are considered unauthorized uses of e-mail:

(1) Creating, downloading, storing, copying, transmitting, or broadcasting chain letters.



- (2) Exploiting, or "spamming" list servers or similar broadcast systems for purposes beyond their intended scope to amplify widespread distribution of unsolicited e-mail(s).
- (3) Broadcasting unsubstantiated virus warnings or messages from sources other than approved DOIM, DA, or DoD Sources.
- (4) Broadcasting e-mail messages to large groups of e-mail users (entire organizations) instead of targeting intended, smaller specifically interested populations.

j. Storage of personal Medical data or Privacy Act material. Storage or transmission of personal medical data or Privacy Act material without proper encryption or other safeguards is prohibited.

k. Acceptable Activities. The following are acceptable activities and times for use on Army Information Systems, and are in accordance with the Ft Bliss Network Security Policy:

- (1) During duty hours:
  - (a) Checking in with spouse or minor children
  - (b) Scheduling medical/dental appointments
- (2) During lunch/non-duty hours:
  - (a) Arranging for *home/auto* repairs
  - (b) Brief visits/searches to acceptable Internet sites for personal use

l. Labeling Classifications. Users will safeguard and mark appropriate classification level handling marking(s) on all information created, copied, stored, or disseminated from Information Systems, and users will not disseminate this information to anyone without a specific need to know.

m. Authorized Maintenance. A System Administrator or authorized DOIM technician will perform all maintenance on all Government-owned Information Systems.

n. Desktop Security. Users will use screen locks or an authorized, password-protected screensaver, set to activate automatically after ten minutes or less of inactivity. If departing the area, users will log off the workstation.

o. Reporting Notification. Users will immediately report any suspicious output, files, shortcuts, links, or system problems to the DOIM Help Desk and cease all activities on the system.

p. Guidance and Clarification. Users will address any questions regarding acceptable use or information assurance to the Ft Bliss DOIM Information Assurance Division.

q. Data At Rest. I will use the approved Army tool (Combat Armor) for encrypting Data at Rest on all removable storage devices, and laptops that can leave the confines of the post.

r. Signatures and Encrypting data in transit. I will use a *PKI* digital signature whenever I send email considered official business and/or contains sensitive information (see UNITED STATES CODE, TITLE 5, PART I, CHAPTER 5, SUBCHAPTER II, SUB SECTION 552A, THE PRIVACY ACT OF 1974, 27 SEP 75 .) Furthermore, I will encrypt data in email whenever the information is sensitive information protected by the Privacy Act of 1974, or information protected under the Health Insurance Portability and Accountability Act (HIPAA).

7. Privacy Act Statement. The authority for soliciting your social security number is EO 939. As in all identity information, this data will be protected and not disclosed to any commercial or unauthorized individuals or organizations; however, it can and will be used to identify you and may be disclosed to law enforcement authorities for purposes of investigating or prosecuting violations. Disclosure of this information is voluntary; however, failure to disclose requested information could result in denial of access to FBCAN Information.

8. Statement of Understanding. I understand that I may be subject to disciplinary action for any violation or abuse of access privileges.

Initials: \_\_\_\_\_

9. **Property Acknowledgement.** I understand Information System hardware and software is the property of the Department of the Army. It is provided to me for official and authorized uses only, and is subject to monitoring and accountability for security purposes in an effort to ensure that use is authorized. I should not store data on Army Information Systems that I do not want others to see.

10. **Acknowledgement to Monitoring.** I understand that I may be monitored while on the Ft Bliss Network and that monitoring can and will be conducted for various purposes. I further understand that information captured during monitoring may be used for administrative or disciplinary actions and/or for criminal prosecution against me or other parties involved, I do not have a recognized expectation of privacy of official data on any FBCAN Information System.

11. **Acknowledgement.** I have read the Acceptable Use of Information Policy as pertains to the FBCAN and DoD NIPRNet and civilian networks, which are in accordance with AR 25-2, Information Assurance, dated 24 Oct 2007, AR 25-1, Army Knowledge Management and Information Technology Management dated, 30 June 2004, and DoD 5500.7-R, "Joint Ethics Regulation." I have read and understand the significance of minimum-security rules and requirements for NIPRNet system users, and acknowledge a thorough understanding of this information and my responsibilities of the measures listed in paragraph 6, a through s, and paragraphs 7 and 8 regarding the use of Ft Bliss Information Systems.

By signing this document, I am legally certifying that I have read, understand and accept my responsibilities under the Telework Acceptable Use Policy. My signature is a legally binding Signature that ensures the integrity and non-repudiation of my intent to sign this AUP.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Last 4 of SSN: \_\_\_\_\_

Initials: \_\_\_\_\_



**FIRST AMENDMENT TO CONTRACT # 16-N-13**

**BETWEEN THE  
COUNTY OF ORANGE**

**AND**

**COAST COMMUNITY COLLEGE DISTRICT**

**FOR**

**THE PROVISION OF WORKFORCE INVESTMENT ACTIVITIES**

This AMENDMENT to Contract #16-N-13, hereinafter referred to as "First Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Coast Community College District, located at 1370 Adams Avenue, Costa Mesa, California, hereinafter referred to as "CONTRACTOR," which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

**RECITALS:**

**WHEREAS**, COUNTY and CONTRACTOR entered into Contract Number #16-N-13, hereinafter referred to as "Original Contract," for the provision of workforce investment activities through statewide and local workforce investment systems commencing July 1, 2012 and ending June 30, 2013 in the amount of \$2,933,762.00; and

**WHEREAS**, COUNTY desires to provide additional compensation to CONTRACTOR for the cost of services provided in the amount of \$190,000.00 to increase funding for the Veteran's Employment-Related Assistance Program (VEAP) Adult and Dislocated Worker programs for a new maximum obligation of \$3,123,762.00; and

**WHEREAS**, COUNTY desires to modify the Statement of Work to add VEAP Program Description, Contractor Responsibilities and Deliverables and replace Exhibit B, "Statement of Work" with Exhibit B-1; and

**WHEREAS**, COUNTY desires to modify Contracts Performance Standards and replace Exhibit C, "Performance Standards and Matrix" with Exhibit C-1; and

**Attachment 17**

**WHEREAS**, COUNTY desires to modify Budget and replace Exhibit D, "Budget Schedule" with Exhibit D-1; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The CONTRACT is amended to increase the monetary limit in the amount of \$190,000.00 for a new maximum obligation of \$3,123,762.00.
2. Exhibit B, "Statement of Work" is replaced with Exhibit B-1, attached hereto and incorporated herein by this reference.
3. Exhibit C, "Performance Standards and Matrix" is replaced with Exhibit C-1, attached hereto and incorporated herein by this reference.
4. Exhibit D, "Budget Schedule" is replaced with Exhibit D-1, attached hereto and incorporated herein by this reference.
5. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this First Amendment on the dates below their respective signatures:

**\* Coast Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**STEVE FRANKS**

**Orange County Community Resources  
Director**



**STATEMENT OF WORK  
(Program Year 2012-2013)**

**I. COORDINATION**

**A. General Overview**

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop system as the service delivery system for programs funded under the Act and its partner programs.

The Orange County One-Stop system is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator of the Comprehensive One-Stop Center for both the NORTHERN REGION as well as the SOUTHERN REGION as outlined within this Exhibit. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center Adults, Dislocated Workers, and other designated special populations. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded through other mechanisms and made available to enrolled participants.

California Workforce Services Network (CWSN) is a web-based fully integrated system that will support the administration of the Workforce Investment Act and Wagner-Peyser programs. CWSN will replace the existing Job Training Automation (JTA) and CalJOBS systems. CONTRACTOR will be required to use CWSN, at minimum, for recording and tracking job seeker and employer services and activities. The implementation of CWSN is scheduled for September 24, 2012.

CONTRACTOR will be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CWSN:

<b>System</b>	<b>Hardware Required</b>	<b>Software Required</b>	<b>Connectivity</b>
Client Workstation	Processor: PIII or higher Memory: 128 megabytes	Microsoft Windows 2000 / Microsoft Window XP /	Minimum: 56 kbps Recommended:

	(MB) or RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Recommended: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher	Dedicated broadband or higher speed access, 380k or higher
Staff Workstation	Processor: PIII or higher Memory: 128 MB for RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	OS: Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Browser: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher / Safari JAWS for Windows software for visually impaired access (optional)	Minimum: Dedicated broadband or higher speed access, 380Kbps or higher

**B. Service Delivery Area**

CONTRACTOR shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at other off-site locations.

1. **Services in the Northern Region** shall be offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmoor, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.
  - a. Services shall also be offered through a **satellite location** at 6281 Beach Blvd., Suite 302 in Buena Park. This location shall support services in the following cities: Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia and Yorba Linda. Programs and services offered at this location shall be provided by a separately procured Operator.
2. **Services in the Southern Region** shall be offered through the One-Stop Center at 125 Technology Drive W., Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.

3. **Services at the Joint Forces Training Base (JFTB)**, located at 11200 Lexington Drive, Los Alamitos, CA 90720 (Building 244) shall be offered to all Veterans enrolled in Adult, Dislocated Worker, or Discretionary programs.

**C. One-Stop Operator Responsibilities with Partners**

**1. Mandated Partners**

The WIA identifies the One-Stop partners and their statutory responsibilities in the One-Stop delivery system. The WIA also identifies the core services applicable to a partner's programs that are to be provided through the One-Stop system.

Mandated Partners include:

- Wagner-Peyser Act (WPA)
- Unemployment Compensation (UI)
- Veterans Workforce Programs
- Trade Adjustment Assistance (TAA)
- Adult Education and Literacy
- Programs under the Rehabilitation Act (DOR)
- Department of Housing and Urban Development (HUD)
- Migrant and Seasonal Farm Worker and Training Providers
- Native American Programs
- Welfare-to-Work Programs (WTW)
- Title V of the Older Americans Act of 1965 (SCSEP)
- Community Development Block Grant Programs (CDBG)
- Youth Programs (WIA - Title I)
- Small Business Development Centers

2. **Operating Agreements** shall be developed by CONTRACTOR with all mandated One-Stop partners as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;
- c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS/CWSN, the OCWIB FTP site, as directed in OCWIB Policy 10-OCWDA-03, and other systems in use at the One-Stop;
- f. A plan for resource sharing, capacity building, governance, staff supervision and shared technology and system infrastructure.

**CONTRACTOR shall submit revised Operating Agreements to the OCWIB for the (1) Trade Adjustment Assistance and the (2) Adult Education and Literacy Programs by August 31, 2012. The revised Agreements shall demonstrate how enhanced training opportunities will be provided through these partnerships. For all other Operating Agreements, if a change in service provision occurs during the program year, CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.**

3. **Cost Sharing Agreements** shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the Agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. How the shared costs of the One-Stop Center will be paid; and
- c. County-approved language pertaining to liability and indemnification.

**CONTRACTOR shall be responsible to secure 45% of the operating expenses of each One-Stop through one or more paying partners throughout the year.**

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

**One copy of each Cost Sharing Agreement shall be sent to the OCWIB Administrative office no later than September 28, 2012. Cost Sharing Agreements shall be submitted on an annual basis.**

4. **Non-Mandated (Voluntary) Partners** shall be developed between CONTRACTOR and government, business, labor, education, social services and/or training providers whose resources are leveraging federal, state, local and/or private

workforce system investments targeting identified industry clusters and high growth jobs.

Voluntary partners may be co-located at the One-Stop to assist in the provision of core services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the CONTRACTOR.

CONTRACTOR shall strengthen and leverage existing partnerships that will enhance the One-Stop system. Partners shall provide programs and services that bring added value to the One-Stop system. CONTRACTOR, in conjunction with the OCWIB, shall also identify new partnerships and locate non-WIA sources of funding to supplement One-Stop operations.

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (K-12, higher education, technical training schools)
- Community Services Block Grant Agencies (CSBG)
- Chamber of Commerce Organizations
- Food Stamp Employment and Training
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Non-WIA Mandated Federal, State, and Local Governmental Agencies

5. **Partner Staff Training** shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop patrons. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, CWSN system and the identification of common resources. Contractor shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. **CONTRACTOR shall provide a list of all scheduled Partner Staff Trainings to the OCWIB Administrative Offices by July 31, 2012.**
6. **Quarterly Partner Meetings** shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, events, planned activities, etc. as well as to share best practices. **CONTRACTOR shall provide a list of all scheduled Quarterly Partner Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the quarterly meetings shall be reported in the appropriate monthly report.**



7. **Manager's Stakeholder Meetings** with staff from co-located partners shall occur on a quarterly basis. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the Customer satisfaction surveys **CONTRACTOR shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCWIB Administrative Offices by July 31, 2012. The outcomes of the Stakeholder meetings shall be reported in the appropriate monthly report.**
  
8. **One-Stop Center Monthly Activities Report** shall include a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed (as described above), collaboration on grant applications, staff training and challenges related to One-Stop operations and/or partnerships. **CONTRACTOR shall submit One-Stop Center Monthly Activities Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**
  
9. **One-Stop Tours** shall be conducted by CONTRACTOR and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall provide a general overview of the services and programs offered by the CONTRACTOR as well as the co-located partners at the One-Stop. **CONTRACTOR shall submit an updated tour script to the OCWIB Administrative office by July 31, 2012, and thereafter whenever new partners, programs and/or services are added.**

## II. **SERVICE STANDARDS**

### A. **Hours of Operation and Schedules**

1. **Operational hours** shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The Center shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with co-located partners. CONTRACTOR shall provide extended hours one evening per week in addition to Saturdays. Workshops and other activities shall also be scheduled during these hours.

Hours of Operation	
Monday – Friday	8:00 a.m. – 5:00 p.m.
Wednesday (Irvine) Thursday (Westminster)	5:00 p.m. – 7:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

2. **Holiday operation schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

County Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

3. **A Manager-in Charge (MIC)** must be assigned throughout the winter holiday period. One Manager must be on-site at each of the Centers on all days the Center is open. Staff must be assigned to ensure that all services remain available throughout the holidays. **A list of MIC and staff assignments must be submitted to the OCWIB Administrative office no later than December 10, 2012.**

**B. General Staffing Requirements**

1. There shall be the requisite number of staff hired by the CONTRACTOR and approved by the OCWIB to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. To the extent possible, staff shall be hired at the minimum of their position range. **Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval. All positions (including regular, hourly, temporary, or extra help) must be approved.**
2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to participants. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.
4. CONTRACTOR shall ensure that all Reception and Support staff has received training in customer service, communication skills, and basic computer skills (Windows and Microsoft Office). Reception and Support staff shall have a basic understanding of the services that are provided by the One-Stop Operator as well as the co-located partners.

5. When a substantial number of 'non-English-speaking individuals' are served in a geographical region, CONTRACTOR must employ a 'sufficient number of qualified bilingual staff in public contact positions' and translate documents explaining available services in their clients' language.

**C. Workforce Professional Staffing Requirements**

1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to hard to serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of WIA regulations and requirements, CWSN, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, and local resources that are available to assist clients seeking training and/or vocational services.
3. Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices and OCWIB Policies and Procedures (especially those affecting participants). Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
4. Workforce Specialists shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Workforce Specialists shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Workforce Specialists shall be capable of, charged with and responsible for performing all of the following duties:
  - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a CWSN resume for every enrolled participant;
  - e. Provide intensive case management to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - g. Maintain regular contact with customers (at a minimum of once every thirty (30) days (30);

- h. Maintain documentation for regulatory and contractual compliance and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined elsewhere in this Exhibit;
  - i. Develop relationships with all training providers;
  - j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
  - k. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
  - l. Provide job development and assist participants in job placement;
  - m. Provide retention and follow-up services for a twelve (12) month period. Follow-up will commence immediately after employment begins.
  - n. Utilize CWSN for documenting job seeker and employer services and activities.
5. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

#### **D. Caseload Requirements**

1. CONTRACTOR shall maintain caseloads at no less than 90 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
2. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Workforce Specialist to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

#### **3. Carry-Ins**

- a. Of the WIA participants carried forward from the previous contract term (PY 2011-12), eighty-five percent (85%) of those WIA participants who have not been exited must be exited prior to June 30, 2013. Twenty five percent (25%) of these carry forwards must be exited each quarter until 85% is reached by June 30, 2013.
- b. CONTRACTOR may carry forward to PY 2013-14 no more than fifteen percent (15%) of participants carried forward from previous contract terms, provided that no participant has received program services for more than two (2) consecutive years.

**E. Website**

Website shall be developed and maintained by CONTRACTOR to allow customer's access to information about services and programs that are available through the One-Stops. CONTRACTOR shall review content on a weekly basis to ensure information is accurate and up to date. CONTRACTOR shall develop a methodology with the tools necessary to track website usage to be reported at OCWIB committee meetings as requested. Tracking should quantify usage such as number of on-line registrations, number of unique visitors to the site, number of overall hits, etc. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior development and launch. **The website shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB. All website design and changes shall be submitted to the OCWIB Administrative office for approval.

**F. Communication, Distributed Material, and Postings**

1. All outreach and recruitment materials shall be submitted to the OCWIB Administrative office for approval. **All published material shall promote the Orange County One Stop System.** CONTRACTOR may keep the Coastline logo on the site but it should be secondary to the OCWIB.
2. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing material shall be submitted to the OCWIB Administrative office for approval, prior to use.
4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08]
5. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #1 to 10-OCWDA-08 ]
6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:

**'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'. [29 CFR Part 37], WSD10-1, 10-OCWDA--08]**

CONTRACTOR shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the CONTRACTOR:

**'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_(meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]**

7. CONTRACTOR shall be responsible to post the **"Equal Opportunity Is The Law"** and the **"Summary of Rights and Program Grievance and Complaint Procedures"** in prominent locations and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA--08 and Addendum #1 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #1 to 08-OCWDA-17].
8. **Original working files of all current marketing and collateral materials must be submitted to the OCWIB no later than July 31, 2012.** All future working files shall be submitted upon final approval by the OCWIB.

#### **G. Internal Monitoring**

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, including CWSN electronic files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures, and invoices. Quality and consistency of services between Workforce Specialists and One-Stop Centers is essential.

1. CONTRACTOR shall review **ten percent (10%)** of the active caseload on a **monthly** basis. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. **Following the completion of each internal monitoring, CONTRACTOR shall verify completed reviews, maintain a list of those files reviewed, and be able to produce the same upon request by the OCWIB Administrative office.**
2. CONTRACTOR shall adopt a performance evaluation system that tracks individual Workforce Specialist performance in several areas including, but not limited to, entered employment, retention rate and average wage.



3. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and county monitoring. Repeat and systemic findings identified in any federal, state and county compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.

#### H. Documentation and File Maintenance

1. **Case Files** shall be maintained for every enrolled participant. At a minimum, the case file and CWSN electronic file, as applicable, shall include documentation of the following:
  - Program eligibility/determination of need;
  - Participant signature evidence of EO and programmatic grievance forms
  - All source documents needed for validation (as referenced in State Directive WSD 09-18; Information Notices WSIN 10-17, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03.
  - All MIS forms as outlined in Section V of this Exhibit;
  - Initial and/or Comprehensive Assessments, as applicable;
  - IEP, including all updates of services provided and completed;
  - Completed resume within three weeks of IEP;
  - Approved ITA voucher (if applicable);
  - Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
  - Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information** relating to services received by WIA participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
3. **Security:** CONTRACTOR shall maintain all participant files in a locked cabinet accessible only to authorized personnel.

#### I. Customer Service and Client Satisfaction

1. CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 04-OCWDA-22. Surveys shall be available throughout the

Resource Room and shall also be installed on the One-Stop computers in each One-Stop location.

2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB. CONTRACTOR shall institute a system of recognition for those individuals whose services to participants exemplify good customer service.
3. CONTRACTOR shall distribute surveys to participants during their stay in the program and upon exit. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request
4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. CONTRACTOR shall work with EDD staff to ensure that participant specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the resource room on those days and during those hours when the flow of participants is very heavy.
6. CONTRACTOR shall provide a quarterly report summarizing the results of the customer satisfaction surveys as well as provide three (3) testimonials from any program participant to the OCWIB Administrative Office. Examples of testimonials may be a participant success story or a letter from a client.

**J. Organizational Chart:**

1. CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
2. CONTRACTOR shall provide an updated organization chart, job descriptions and specific duties associated with individual staff to the OCWIB Administrative office by July 31, 2012. Job descriptions and associated assignments are subject to OCWIB approval.
3. Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB within 30 days of the change.

- K. **Telephone Directory** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall provide the telephone directory to the OCWIB Administrative Offices by July 31, 2012. Should any changes occur during the program year, CONTRACTOR shall submit a revised directory to the OCWIB within 30 days of the change.
- L. **Physical Floor Plan** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the Floor Plan is customer-responsive and maximizes Participant/Workforce Specialist interaction. CONTRACTOR shall provide the floor plan to the OCWIB Administrative Offices by July 31, 2012. Should the floor plan change during the program year, CONTRACTOR shall submit a revised draft floor plan to the OCWIB within 30 days of the change. The OCWIB Administration office must approve changes prior to implementation.

### III. **SERVICE DELIVERY**

CONTRACTOR shall implement a workforce system structure and governance that reflects the various sectors of the economy. CONTRACTOR shall provide WIA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce.

#### A. **Target Population**

Outlined target population shall be served, tracked and monitored by the CONTRACTOR to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

1. The general public seeking workforce services;
2. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy 10-OCWDA-01; Other individuals in need of specialized services, such as: veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, offenders, older worker population and people with disabilities;
3. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

4. Target population served by special projects include, but are not limited to Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, and other industry cluster occupation programs; and
5. Former WIA enrollees in need of continued services including retention and follow-up.

**B. Participant Recruitment**

1. CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIA regulations and in accordance with OCWIB Prioritization of Services Policy 10-OCWDA-01. Specifically, a minimum % of enrolled Adults shall be maintained as follows:
  - a. Economically disadvantaged Veterans and Spouses of Veterans: 15%
  - b. Economically disadvantaged Adults: 60%. (25% of the 60% must be TANF recipients).
  - c. Veterans (not meeting above criteria): 5%
  - d. Older Workers (not meeting above criteria) : 5%

The OCWIB will periodically review characteristic reports to ensure CONTRACTOR compliance.

2. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA and discretionary grant participants, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
3. CONTRACTOR shall ensure that recruitment activities are conducted within the jurisdictional boundaries of the OCWIB and are coordinated with the mandated partners of the One-Stop Center.
4. **CONTRACTOR shall identify an appropriate location in southern-most Orange County to provide workforce services to customers residing in those regions of the County. Final location shall be approved by the OCWIB.**
5. CONTRACTOR shall recruit individuals, as necessary, to assist One-Stop partners co-located or affiliated with the One-Stop system in meeting their performance goals and in accordance with the Memoranda of Understanding negotiated between the OCWIB and the One-Stop partners.
6. CONTRACTOR may recruit participants via any of the following, such as:
  - a. Customers coming into the One-Stops;
  - b. Notices to other community based organizations;
  - c. On-site visits by recruiters to strategic sites where target populations tend to reside;
  - d. Referrals from other agencies;

- e. Intake and recruitment efforts associated with national labor exchange activities;
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout Orange County;
- g. Presentations to promote WIA awareness to various groups in the community;
- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

**CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB Administrative office by August 31, 2012.**

### **C. Universal Services**

1. **Registration** shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information into CWSN. Data collected at time of registration shall include all required elements noted in these policies (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals). Right to work documentation shall be verified for all customers.
2. **Core Services** shall include a standard menu of services and shall be offered to adults and dislocated workers. Core Services shall include:
  - a. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop partner agencies;
  - b. Intake and orientation providing the entire range of services available;
  - c. Initial Needs/Skill Assessment;
  - d. Job search tools available in the Resource Room;
  - e. Information on community resources including supportive services;
  - f. Information on the eligibility requirements for all partner employment and training programs;
  - g. Local, regional and statewide labor market information;
  - h. Information on financial aid for education as well as scholarship opportunities;
  - i. Assistance in applying for unemployment compensation;
  - j. Information on certified education and training providers as well as local performance outcomes of service providers; and
  - k. Informational Workshops, as described below.
3. **Resource Room**
  - a. **Self-Directed Activities** shall be made accessible within the Resource Room which shall be provided in a uniform design that is systematically consistent in each One-Stop Center. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job

applications, email capability, and computer software for patrons to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- b. **Staffing** shall be the responsibility of the CONTRACTOR; however, this responsibility may be shared by staff from partnering agencies. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, job information and/or refer participants to other agencies. Staff shall also be able to assist participants in using photo-copying and fax machines as well as computers and accessing the internet. **CONTRACTOR shall assign a Workforce Specialist to act as Counselor of the Day, during regularly scheduled hours.**
- c. **Assistive Technology** shall be available for those customers who are hearing or visually impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, CONTRACTOR shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
- 4. **Orientations** shall be conducted by CONTRACTOR for all One-Stop customers. CONTRACTOR shall provide for a variety of orientations appropriate to different groups of individuals. CONTRACTOR shall emphasize the core service components available to the general public as well as the assistance offered during intensive services. **All customers should receive an orientation on first day of their visit to the One-Stop via electronic means, individual staff assistance, or group orientations.**

  - a. CONTRACTOR shall ensure that participants are told that support services are made available in accordance with established policies and that not all participants will be awarded support services and that not all support services are available to all participants. Similarly, training services, while available, shall not be emphasized in a manner that overshadows other One-Stop services.



- b. CONTRACTOR shall also describe services available to participants from co-located partners. CONTRACTOR shall provide for an opportunity for other providers, to instruct Contractor staff as appropriate, as to their services. CONTRACTOR shall present provider services to participants in such a manner so as to communicate the value added of taking part in those services.
- c. To the extent possible, customer shall be referred to a Workforce Specialist who can deliver the orientation in the customer's native language. CONTRACTOR shall ensure that orientations are also ADA compliant in the event an individual with a disability is unable to avail themselves of the orientation format.
5. **Initial Assessments** may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR, which may include CWSN assessment tools. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
6. **Informational Workshops** shall be developed and facilitated by CONTRACTOR, **except as directed otherwise by the OCWIB**, and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the participant with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help individuals gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence. **CONTRACTOR shall submit each workshop curricula to the OCWIB Administrative Office by July 31, 2012.**
- a. **Topics for Workshops** may include, but are not limited to:
- Get to Know Your One-Stop Center
  - How to Write a Cover Letter and Resume
  - Interview Techniques and Tips
  - Discover Your Transferable Skills
  - Overcoming Barriers to Employment
  - How to Use the Internet in Your Job Search
  - Accessing the Hidden Job Market
  - Networking
  - Labor Market Information
  - Job Offer Negotiation
  - Basic Computer Skills
  - Business Writing Skills
  - Effective Listening
  - Interpersonal Communication at Work
  - Navigating Technology at Work
  - Valuing Diversity at Work

- Decision Making and Goal Setting
- Stress Management
- Introduction to CWSN

b. **Master Workshop Schedule** shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop calendar and listed on the website. **CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB Administrative office by the last day of the preceding month.**

c. **Back-up Facilitator** shall always be provided by the CONTRACTOR in the event the assigned presenter is sick or otherwise unavailable (Applicable only to those Workshops provided by CONTRACTOR.). Workshops shall not be cancelled once the monthly schedule has been published.

7. **Universal Services Monthly Report** shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of participants attending workshops, listed by workshop title. **CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

8. **Services for Persons with Disabilities:** CONTRACTOR shall assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.

#### **D. Services for Enrolled Program Participants**

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

1. **Eligibility** for WIA intensive services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents as appropriate to establish the eligibility of individuals and shall make copies of documents necessary to substantiate the eligibility of individuals seeking WIA intensive and/or training services which documents shall be placed in the participant's files.

- a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to individuals who have not met selective service registration requirements.
  - b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for intensive services.
  - c. CONTRACTOR shall serve the youth population not enrolled in a WIA youth program and/or shall refer them for other services, as appropriate.
  - d. CONTRACTOR shall modify services and service delivery to assist individuals with special needs.
2. **Intensive Services** shall be provided to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adults who are employed, but who are determined to be in need of intensive services that will lead to self-sufficiency.

Intensive Services shall include:

- a. **Comprehensive Assessment** shall be staff assisted and shall be provided to all individuals referred for intensive services. Assessment of WIA participants shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an economic analysis so that career decisions can be self-sufficiency based, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan (IEP), as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall submit a list of all assessment tools to the OCWIB Administrative Office by July 16, 2012. List shall include the name of the Tool and what it is measuring.**

CONTRACTOR shall advise WIA participants of all aspects of the program at the time of the initiation of the assessment process. The assessment shall be done early in the provision of intensive services. The assessment shall take no more than two (2) hours.

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, skills levels, employability, and other information necessary to determine job readiness.

- b. **Case Management** shall be provided to all enrolled participants. CONTRACTOR shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of

the participant and refer the participant to other programs and resources. Case Management shall also be provided to those participants who are enrolled in training. CONTRACTOR shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the participant's file. A substantial service does *not* include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- Self-described job search that does not result in a referral to a job; or
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGL 17-05, Sections A and B for requirements and a complete discussion of this topic.

CONTRACTOR shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

- c. **An Individual Employment Plan (IEP)** shall be developed for each participant accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, CONTRACTOR shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the Individual Employment Plan (IEP) and shall modify the services and activities as necessary to meet their needs. Guidelines for IEPs are contained in OCWIB Policy 08-OCWDA-25 and subsequent updates.

- d. **Resumes** shall be developed for all enrolled participants. CONTRACTOR, in collaboration with every enrolled participant, shall complete a CWSN resume within three weeks following the development of the IEP. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the participant's file and maintained in CWSN and on the One-Stop Resume Database, in accordance with OCWIB Policy 10-OCWDA-12.
  - e. **Supportive Services** shall be provided by a partnering agent designated by the OCWIB as the Supportive Services Provider. CONTRACTOR shall refer WIA participants needing supportive services to the Supportive Services Provider, as outlined in OCWIB Policy 08-OCWDA-15.
  - f. **Job Development and Placement** shall be provided by the CONTRACTOR to all WIA enrolled participants. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled participants.
  - g. **Retention and Follow-up Services** shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in Exhibit C.
3. **Training Services** shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 10-OCWDA-01. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. No WIA participant may be referred to training or education without first having been assessed and taken part in the development of their IEP.
- a. CONTRACTOR shall refer each participant to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent.
  - b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a community college, adult education and/or ROP shall be considered prior to the use of WIA funding.

- c. Once it is determined that vocational training is desired and appropriate for the participant, CONTRACTOR and participant shall look at the training programs that are available that relate to the participant's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the participant at the school.
- d. The following training services may be made available to individuals showing an assessed need:
- **Individual Training Accounts (ITAs)** shall be established by CONTRACTOR on behalf of the participant, and shall be based on individual assessment and choice of selected training programs that will facilitate employment in a high-growth, high-demand occupation. ITAs shall be administered in accordance with OCWIB Policy 08-OCWDA-15.
  - **On The Job Training** is training by an employer that is provided to a paid participant while engaged in productive work in a job that provides knowledge or skills essential to the full and adequate performance of the job.
  - **Job Readiness Training:** Job readiness training includes services that teach skills needed to be successful in the workplace, rather than skills needed to get into the workplace. Job readiness training should provide participants with specific occupational competencies needed to perform specific work tasks on the job.
  - **Entrepreneurial Training:** Training focused on creating and starting a new business.
  - **Skill Upgrading and Retraining:** Training designed to upgrade outdated or obsolete skills or retrain for employment in a new or different occupation.
4. **Customer Flow Charts** for initial engagement, self-directed services, staff-directed services and training and follow up services shall be updated to reflect any system changes. Flow Chart shall indicate the movement of participants from core services to assessment, work activities, intensive services, referrals to training and placement into unsubsidized employment. Customer flow charts should include approximate time frames to move individuals through the system. For customers enrolled longer than one year, justification shall be submitted to the OCWIB Administrative office.

CONTRACTOR shall provide the customer flow charts to the OCWIB Administrative Offices by July 31, 2012. Customer flow charts and timelines are subject to OCWIB approval.

5. **Internal Policies and Procedures** for all One-Stop operations and administration shall be developed by the CONTRACTOR. All Policies and Procedures shall be



reviewed with all staff to ensure full compliance. **CONTRACTOR shall provide all Policies and Procedures, in original Microsoft Office file format, to the OCWIB Administrative office by July 16, 2012.**

**6. Coordination with Business Services Provider**

Business Services shall be provided by a partnering agent designated by the OCWIB as the Business Services Provider.

- a. **Rapid Response Activities** shall be provided by the Business Services Provider. Upon completion of Rapid Response activities, Business Services Provider shall provide the names of the participating employer(s) to the CONTRACTOR. Workforce Specialists shall be able to identify which participants have attended a Rapid Response event. Business Services Provider and CONTRACTOR shall work cooperatively to follow-up and track participants visiting the One-Stop Centers as a result of a Rapid Response event and, if enrolled, be recorded in MIS.
- b. **Job Listings and Referrals** shall be provided by the Business Services Provider. Business Services Provider shall be responsible for all job postings in the Resource Room. All One-Stop locations shall maintain the same listings so that participants at any location shall have access to the same opportunities and information.
- c. **Job Fairs and Hiring Events** shall be the responsibility of the Business Services Provider. Participation in local and regional Job Fairs, Informational Expos, and on-site recruitments shall be facilitated and organized by Business Services Provider. Information about these events shall be advertised at the One-Stop Centers as well as on the One-Stop website. CONTRACTOR shall be responsible for providing space for events held at the One-Stop Centers.
- d. **Monthly Meetings** with One-Stop and Business Services staff shall be scheduled to continually improve communication and service delivery between agencies and, as necessary, to identify and resolve operational issues. **CONTRACTOR shall provide a list of all scheduled meetings to the OCWIB Administrative Offices by July 31, 2012.**

**IV. SPECIAL PROGRAMS**

**A. Senior Community Service Employment Program (SCSEP)**

1. **Program Description:** The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.
2. **CONTRACTOR Responsibilities:**

- a. Recruit host agencies from cluster related industries;
- b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
- c. Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall update the plan as often as necessary but at a minimum of twice a year;
- d. Approve Job Assignment Descriptions and execute Host Agency Agreements;
- e. Collect, review and approve all participant timesheets for processing of payroll. Due dates for the entire year are posted and distributed in advance;
- f. **Submit spreadsheet containing a summary of participant hours for each pay period as well as the number of supervisory hours provided by each Host Agency;**
- g. Provide orientation for each participant prior to the first day at the Host Agency;
- h. Submit annual re-certification of eligibility every year. CONTRACTOR will ensure that re-certifications are completed prior to participant's anniversary date;
- i. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes;
- k. Maintain and update participant files and all required documents;
- l. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded;
- m. Coordinate with WIA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities;
- n. Meet or exceed all performance outcomes as stated in Exhibit C;
- o. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
- p. Submit all required SPARQ forms to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system;
- q. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- r. Conduct annual performance evaluations for each Host Agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable;
- s. Conduct and document work-site, health and safety evaluations annually; and
- t. Apply for supplemental funding, through community or foundation grants, to provide supportive services for SCSEP participants.

**B. CalWORKs Welfare-to-Work (WTW) Employment Services Program**

**1. Program Description:** The On-the-Job Training (OJT) and Work Experience (WEX) Programs provide job training and work experience activities that will enhance and facilitate opportunities for WTW participants to find and retain stable, unsubsidized employment, and will assist them in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

**a. On-the Job Training (OJT)** is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. CONTRACTOR shall reimburse the employer up to 50% of participant wages for up to four (4) months at approximately \$10 per hour.

**b. Work Experience (WEX)** is a planned, structured learning experience that occurs in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private, or not-for-profit organizations. This program shall provide paid work experience for participants for up to four (4) months at approximately \$10 per hour, depending upon the type of employment.

**c. Population to be Served:** The following criteria shall be used to identify participants who will be referred for on-the-job training and work experience:

- i. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
- ii. SSA has certified that no job is currently available to fulfill the minimum required hours of participation. The participant must continue to take all steps to apply for appropriate positions and not refuse any offer of employment without good cause;
- iii. Participant continues to meet financial eligibility criteria for the program;
- iv. Participant lives in Orange County but not in the cities of Anaheim or Santa Ana;
- v. Participant is in need of OJT or WEX activities as a means to achieve self-sufficiency; and
- vi. Participant is in compliance with their WtW Plan but has not achieved the goal of self-sufficiency. Participant may have significant barriers to securing employment including issues such as: (1) physical health; (2) behavioral health; (3) language and/or culture; (4) education; (5) learning or developmental disabilities; (6) socialization skills; and (7) previous criminal convictions.

**2. CONTRACTOR Responsibilities:**

- a. CONTRACTOR shall serve all participants referred by SSA for OJT/WEX activities;
- b. CONTRACTOR shall meet with the participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the CONTRACTOR to work with the designated employers and assign the participant to an appropriate worksite;
- c. CONTRACTOR shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants;
- d. CONTRACTOR shall provide intensive case management to the participant during OJT/WEX Activities. This shall consist of regular contact with both the participant and the employer;
- e. CONTRACTOR shall consult with the WtW Case Manager on a regular basis. Feedback to participants on their performance shall be consistently provided and documented in the participant file;
- f. CONTRACTOR shall maintain a file for each participant. The file shall include, but not be limited to, Referral Form, OJT/WEX Assessment, WtW Plan, Attendance Records, and detailed case notes;
- g. CONTRACTOR shall inform SSA WtW Case Manager of suspected welfare eligibility or supportive services payment fraud; and
- h. CONTRACTOR shall follow all State regulations and SSA and OCWIB policies and procedures related to the OJT/WEX Program. **Data and Status Reports shall be collected and submitted, as required by applicable Directives, in a format approved by SSA.**

**C. VETConnect**

1. **Program Description:** The VETConnect program will co-locate services and resources for Veterans with existing barriers to accessing behavioral health, housing, and employment services. Veterans will receive an integrated, holistic approach to services recognizing that medical, basic shelter, food, and job issues impact behavioral health recovery.
2. **Contractor Responsibilities:**
  - a. Provide case management for assigned clients; interview and assess clients to determine eligibility for program services; and conduct orientations concerning program opportunities and services; present related information and materials
  - b. Work with Veterans in formulating, coordinating and developing comprehensive housing and/or employment plans and related goals for client services, vocational guidance and job counseling; confer with Veterans regarding housing and/or employment opportunities, forms, work ethics, and vocational skill development.

- c. Assess and identify client's supportive service needs and provide referrals to appropriate community organizations and partner agencies.
- d. Assist clients with researching and collecting information related to housing and/or job openings and developing resume and interview skills; assist clients in completing applications and pre-employment paperwork.
- e. Research housing and/or employment opportunities for Veterans. Establish and maintain contact and partnerships with community agencies, landlords, hotels, and employers to facilitate and enhance housing and employment opportunities.
- f. Participate in a variety of promotional, recruitment and outreach activities to facilitate community knowledge of, support for, and participation in employment services; prepare, develop and distribute related informational and promotional materials.
- g. Communicate with personnel, Veterans, local organizations and the public to exchange information and resolve issues or concerns; collaborate with other housing and educational institutions, departments and social services on housing and job development projects; coordinate case management with partner agencies.
- h. Conduct follow-up with employers and Veterans; assure clients are placed in appropriate living situations and/or with appropriate employers; confer with Veteran concerning performance and progress.
- i. Provide job coaching for 90 – 180 days post-employment to support the Veteran during this transition. Actual duration of assistance will be determined on a case-by-case basis.
- j. **Monthly Status Report with information on the types of services provided to clients, number clients served, developed partnerships, and success stories shall be provided to the OCWIB no later than the 10th day after the end of each quarter.**

**D. Veteran's Employment-Related Assistance Program (VEAP)**

1. **Program Description:** The Veterans Employment-Related Assistance Program (VEAP) is the fifth Veterans employment and training grant awarded to the OCWIB by the California Employment Development Department (EDD). Under the VEAP, CONTRACTOR will provide employment and training services to eligible Veterans in high-demand occupations and industry clusters including Health Care, Business and Professional Services, and Information Technology. CONTRACTOR will assess Veteran's career goals and place them in approved trainings such as classroom, short-term, and on-the-job. The project will help Veterans obtain industry recognized certificates that will assist them in gaining employment in high-wage high-growth industries. CONTRACTOR will offer VEAP services at all One-Stop locations, including the Los Alamitos Joint Forces Training Base (JFTB).

Under VEAP, CONTRACTOR will also provide Veterans access to supportive services, mental health and behavioral services, and wrap-around services such as assistance with housing, medical care, substance abuse, peer navigation, job coaching, case management, and transportation assistance through our many established partners in the community. Training and certification programs will be offered through OCWIB approved training providers including but not limited to community colleges, university extensions, and private postsecondary schools.

CONTRACTOR will offer Veterans additional In-Kind and leveraged services through continued partnerships with various community programs and Veteran agencies including OC4VETS, OC Veterans Service Office (VSO), JFTB Veterans Service Center, Veterans Affairs in Long Beach, Marine Corps Base in Camp Pendleton, Working Wardrobes, ProPath and various higher-learning institutions such as UC Irvine Extension, NOCCCD, Coast Community College District, and Saddleback College.

- a. **Target Population** - CONTRACTOR will serve 110 Veterans including those recently separated from active military duty within the last 48 months. The project will also target other eligible Veterans including those with significant barriers, eligible spouses, campaign Veterans and others. It is anticipated that Veterans entering this program will vary in age, ethnic diversity, education and occupational skills and may need assistance with career focus from their military experiences.

## **2. Contractor Responsibilities**

- a. CONTRACTOR shall provide eligible services described herein to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines.
- b. CONTRACTOR will outreach and survey Orange County and other areas' employers and businesses to determine and outline what and how many employment positions employers are seeking to hire immediately or available to hire in the near future.
  - 1) CONTRACTOR will have employers identify what specific industrial, technical and employment skills and training is needed to qualify and hire for these open positions.
  - 2) CONTRACTOR will determine with same employers, current outreach and efforts to employ Veterans. CONTRACTOR will identify specific positions, industry, work, and transferrable skills they seek from qualified Veterans. In addition, CONTRACTOR will also survey employers identifying specific training, education and qualifications sought as valuable to hire Veterans with their available and future job openings.
  - 3) CONTRACTOR may categorize employers by industry clusters identified by OCWIB that include high-demand clusters such as Health Care, Business and Professional Services, and Information Technology.



- 4) CONTRACTOR will work with employers through correspondence and one-on-one interaction and identify these in-demand positions, training and skills.
  - 5) CONTRACTOR will provide a report to the OCWIB defining results of the outreach as to the industries, businesses, employment opportunities, and recommended trainings are needed, to hire individuals and those specific to Veterans.
  - 6) Based on results of this employer outreach and survey, CONTRACTOR will list and work with Veteran-friendly employers, where Veterans are being hired and will be hired and identify top positions
- c. CONTRACTOR can match and determine appropriate training best suited for Veteran participants based on identified high-demand high-growth industries and occupations. CONTRACTOR will conduct Veterans assessment and determine matches of skills, education and experience in industries and areas identified in employer survey
  - d. CONTRACTOR can offer approved classroom, short-term, and On-the Job Training (OJT).
  - e. CONTRACTOR shall work with local businesses and Business Service Provider to identify employment opportunities that target the recruitment of Veterans. CONTRACTOR shall encourage and support the hiring of Veterans in industry clusters identified as high-growth and high-demand.
  - f. CONTRACTOR shall identify and provide supportive services and/or referrals to resources.
  - g. CONTRACTOR will address Veterans' barriers and challenges to employment which may include physical health issues, alcohol and substance abuse, adverse criminal justice system involvement and/or homelessness that prevent them from successfully obtaining productive employment and offer and assist with resources available. Veteran may have behavioral issues such as anger, depression, anxiety, low self-esteem, and post-traumatic stress disorder (PTSD). CONTRACTOR must utilize and access all available resources, supportive services, and wrap-around services with collaborating agencies and programs.
  - h. In addition to services at the One-Stop locations, CONTRACTOR shall staff the Los Alamitos JFTB Veterans Service Center One-Stop Satellite. The Center shall be open during regular business hours, Monday to Friday, 8-5, and during Reservist Weekends.
  - i. CONTRACTOR shall work with Veterans to ensure resumes are updated with employment experience, recently-acquired military training and education if applicable, and made available participant's case files.
  - j. CONTRACTOR must continually work with Business Services Provider for job leads, job development and job opportunities and establish viable connections for Veterans enrolled in VEAP.
  - k. After job placement, CONTRACTOR shall assist the Veteran and their respective employers with job retention. CONTRACTOR shall provide follow-up activities, as needed, and document all services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited Veterans have overcome any problems

that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency.

3. **DELIVERABLES:**

- a. **Performance Measures** – Performance goals under this program are outlined in Exhibit C, which includes 100% enrollment, 100% enrollment in training, and 38% are to complete training within the current program year. By the end of the grant term, 80 percent will have had to complete training, 60 percent will be placed in unsubsidized employment and at least 82 percent will retain employment for a minimum of six months. Performance falling below 80% of planned performance levels will be subject to corrective action and or reduction of funding. All employment that occurs prior to participant exit must be tracked and immediately reported by coding Activity 99 in the JTA Enrollment Form.
- b. **Invoices and In-Kind Contribution:** CONTRACTOR shall submit invoices on specified time frame and track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D. CONTRACTOR shall also request verification from VEAP partners offering leveraged in-kind or cash match for this project and report back to OCWIB on a quarterly basis.
- c. **Monthly Project Report:** CONTRACTOR shall submit a Monthly Project Report no later than the 10<sup>th</sup> day of each month for the previous month. The Report shall include: (1) Accrued expenditures to date; (2) Participants enrolled to date; (3) Number placed and in what occupations (4) Brief summary of project activities; (5) Constraints or other barriers encountered that impeded your ability to meet project goals and solutions explored and implemented and (6) Success Stories.

V. **PERFORMANCE**

- A. **Performance Measures:** Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- B. **MIS Submission/Reporting:** CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notices WSIN 09-22 and WSIN08-17 and subsequent updates for complete information and guidance.

1. CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the data reporting system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  2. CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
  3. CONTRACTOR shall only submit original forms. No faxed or e-mailed paperwork will be accepted;
  4. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
  5. CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05. MIS forms claiming unsubsidized placements shall be processed within five (5) working days of learning about the customer's unsubsidized placement;
  6. CONTRACTOR shall comply with Data Verification requirements listed in OCWIB Policy 10-OCWDA-04 and EDD state Directive WSD 09-18 and any subsequent updates.
- C. **ITA Vouchers** shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 08-OCWDA-15.
- D. **Follow-up Forms** shall be required for Quarters 1, 2 and 3 following participant exit (and in the 4th quarter if it leads to a positive outcome).
1. **Supplemental Income:** If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR shall submit supplemental information for exiters 'Not Found' in UI Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.
- E. **Gaps in Service Delivery:** CONTRACTOR shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Exhibit.
- F. **Corrective Action Plans:** Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
  4. Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Agreement.

**G. Invoices**

1. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day following the month being reported.
2. Invoice templates shall be provided by the OCCR Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K and L of this Agreement.

**VI. DELIVERABLES**

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the following reports and data as detailed within this Exhibit and summarized on the following pages. Page references and timelines for submission are also indicated.

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners [p. 4]	30 days after the date change in service occurred
Revised Operating Agreement with TAA and Adult Education Partner [p. 4]	August 31, 2012
One copy of each Cost Sharing Agreement for Each Partner [p. 4]	September 28, 2012
Schedule of Partner Staff Training [p. 5]	July 31, 2012
Schedule of Quarterly Partnership Meetings [p. 5]	July 31, 2012
Schedule of Quarterly Manager's Stakeholder Meetings [p. 6]	July 31, 2012
One-Stop Center Activities Reports [p. 6]	10th day after the end of each month
One-Stop Tour Script [p. 6]	July 31, 2012
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Manager In Charge and Holiday Staffing Schedule [p. 7]	December 31, 2012
Original working files of all marketing materials [p. 11]	July 31, 2012
Monthly Verification of all Internal Monitoring [p. 11]	Upon Request
Customer Satisfaction Survey Report [p. 13]	Quarterly
Three (3) Testimonials from Program Participants [p. 13]	Quarterly
Organizational Chart Update [p. 13]	July 31, 2012
Telephone Directory [p. 14]	July 31, 2012
Physical Floor Plan [p. 14]	July 31, 2012

<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Recruitment Plan [p. 16]	August 31, 2012
Informational Workshop Curricula [p. 18]	July 31, 2012
Master Workshop and Events Calendar [p. 19]	Last day of the preceding month
Universal Services Monthly Reports [p. 19]	10th day after the end of each month
List of Comprehensive Assessment Tools [p. 20]	July 16, 2012
Customer Flow Chart [p. 23]	July 31, 2012
Internal Policies and Procedures [p. 24]	July 16, 2012
List of Scheduled Meetings with Business Services [p. 24]	July 31, 2012
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
SCSEP Payroll Spreadsheets [p. 24]	Bi-monthly, per established schedule
OJT/WEX Status Report [p. 26]	10th day after the end of each month
VETConnect Monthly Status Report [p. 28]	10th day after the end of each month
VEAP Monthly Report [p. 31]	10 <sup>th</sup> day after the end of each month
<b>V. PERFORMANCE</b>	<b>Due Date</b>
MIS Forms [p. 31]	As specified by OCWIB Policy
ITA Vouchers [p. 32]	As specified by OCWIB Policy
Follow Up Forms [p. 32]	As specified by OCWIB Policy
Supplemental Data, as applicable [p. 32]	As Specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 32]	As directed by OCWIB Staff
Invoices [p. 33]	20 <sup>th</sup> of each month

CCCD, One-Stop Center - Northern Region  
WIA PERFORMANCE  
Disadvantaged Adult Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
A. New Enrollments	30	60	90	105	120	135	157	180	203	211	219	225
B. WIA Carryovers from PY 2011-12	200	200	200	200	200	200	200	200	200	200	200	200
C. Total Enrollments (A+B=C)	230	260	290	305	320	335	357	380	403	411	419	425

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
A. WIA Registered Core Enrollments	230	260	290	305	320	335	357	380	403	411	419	425
B. WIA Intensive Enrollments	161	182	203	214	224	235	250	266	282	288	293	298
C. WIA Training Enrollments	69	78	87	92	96	101	107	114	121	123	126	128

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
A. Total Exits	16	33	50	66	83	100	116	133	150	164	179	193
A. 1. Exits of Carryovers from PY 2011-12	16	33	50	66	83	100	116	133	150	157	164	170
A. 2. Exits of New Enrollments of PY 2012-13	0	0	0	0	0	0	0	0	0	7	15	23
B. Entry into Unsubsidized Employment <sup>1</sup> B=(A)*(.755) Q1 after exit	12	25	38	50	63	76	88	100	113	124	135	145
C. Retention in Unsubsidized Employment at six months <sup>2</sup> C=B*(.815) Q2 and Q3 after exit	10	20	31	41	51	62	71	82	92	101	110	118
D. Average Earnings in six months <sup>3</sup> (\$15,000)						\$15,000						

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.  
2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.  
3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).



<b>IV. PERFORMANCE MEASURES</b>	
<b>Disadvantaged Adult Program</b>	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

<b>IV. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION</b>	
<b>Reporting Item</b>	<b>Time Period (Exit Cohort) to be Reported</b>
Total Participants	07/01/12 to 06/30/13
<b>Adult Performance Measures</b>	
Entered Employment Rate	10/01/11 to 09/30/12
Employment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

CCCD, One-Stop Center - Northern Region  
WIA PERFORMANCE  
Dislocated Worker Program, PY 2012-13

Cumulative

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
A. New Enrollments	65	131	197	230	262	294	343	392	442	459	475	491
B. WIA Carryovers from PY 2011-12	363	363	363	363	363	363	363	363	363	363	363	363
C. Total Enrollments (A+B=C)	428	494	560	593	625	657	706	706	805	822	838	854

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS

A. WIA Registered Core Enrollments	428	494	560	593	625	657	706	706	805	822	838	854
B. WIA Intensive Enrollments	300	346	392	415	438	460	494	494	564	575	587	598
C. WIA Training Enrollments	128	148	168	178	188	197	212	212	242	247	251	256

III. QUARTERLY EXIT PERFORMANCE INDICATORS

A. Total Exits	30	60	91	131	161	182	202	237	272	300	312	358
A. 1. Exits of Carryovers from PY 2011-12	30	60	91	131	161	182	202	237	272	284	296	309
A. 2. Exits of New Enrollments of PY 2012-13	0	0	0	0	0	0	0	0	0	16	16	49
B. Entry into Unsubsidized Employment 1 B=(A)*(79) Q1 after exit	24	47	72	103	127	143	160	187	215	237	246	283
C. Retention in Unsubsidized Employment at six months 2 C=B*(.835) Q2 and Q3 after exit	20	40	60	86	106	120	133	156	180	198	206	236
D. Average Earnings in six months 3 (\$16,700)	<b>\$16,700</b>											

1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.  
2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.  
3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

IV. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/12 to 06/30/13
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/11 to 09/30/12
Employment Retention Rate	04/01/11 to 03/31/12
Average Earnings	04/01/11 to 03/31/12

**Description of Adult Common Measures  
(TEGL 17-05)**

**Entered Employment**

*Of those who are not employed  
at date of participation:*

**# of participants who are employed  
in the first quarter after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

**Employment Retention**

*Of those who are employed in the  
first quarter after the exit quarter:*

**# of participants who are employed in  
both the second and the third quarters  
after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

**Average Earnings**

*Of those who are employed in the  
first, second, and third quarters after the exit quarter:*

**Total earnings in the second quarter after the exit quarter**

**PLUS**

**Total earnings in the third quarter after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

CCCD, One-Stop Center - Northern Region  
WIA PERFORMANCE  
SSA-OJT/WEX, PY 2012-13

Cumulative, July 2012 to June 2013

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
A. New Enrollments	5	10	19	28	36	44	47	51	58	64	64	64	64
On-the-Job Training (OJT)	1	2	4	6	8	9	10	11	13	14	14	14	14
Work Experience (WEX)	4	8	15	22	28	35	37	40	45	50	50	50	50
B. WIA Carryovers from Prior Program Year	15	15	15	15	15	15	15	15	15	15	15	15	15
On-the-Job Training (OJT)	0	0	0	0	0	0	0	0	0	0	0	0	0
Work Experience (WEX)	15	15	15	15	15	15	15	15	15	15	15	15	15
C. Total Enrollments (A+B=C)	20	25	34	43	51	59	62	66	73	79	79	79	79

II. QUARTERLY EXIT PERFORMANCE INDICATORS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
A. Completions	3	7	10	13	16	20	24	27	30	33	36	40	40
On-the-Job Training (OJT)	0	0	1	1	2	3	4	5	5	5	6	7	7
Work Experience (WEX)	3	7	9	12	14	18	20	23	25	28	30	33	33
B. Total Exits	5	13	19	25	32	40	47	54	60	65	71	79	79
On-the-Job Training (OJT)	0	0	2	2	4	5	7	9	10	10	11	14	14
Work Experience (WEX)	5	13	17	23	28	35	40	45	50	55	60	65	65
C. Entered Employment	1	4	5	8	11	12	15	17	18	21	24	24	24
On-the-Job Training (OJT)	0	0	0	1	2	2	3	3	3	4	4	4	4
Work Experience (WEX)	1	4	5	7	9	10	12	14	15	17	20	20	20
E. Average Wage	\$8.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
On-the-Job Training (OJT)	\$0.00	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
Work Experience (WEX)	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50	\$8.50

<b>REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2012-13</b> <b>Coast Community College District,</b> <b>One-Stop Center – Northern Region</b>		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Modified Positions	Total number of modified positions	72
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 72=73)	101%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	54%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	26%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	71%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,730
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.34

<b>ADDITIONAL PERFORMANCE MEASURES/GOALS</b>		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2012
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies  ACSI (American Customer Satisfaction Index)	As prescribed by the state



**WIA PERFORMANCE**  
**Coast Community College District**  
**Veterans Employment-Related Assistance Program (VEAP) - VETS 5**  
**PY 2012-13**

<b>Enrollment Matrix</b>	<b>Performance Goals</b>			
	<b>Adult (15%)</b>	<b>DW (25%)</b>	<b>#</b>	<b>%</b>
<b>A. Total planned enrollments</b>	65	45	110	100%
<b>B. Total planned placement in education or training:</b>	65	45	110	100%
<b>C. Total completed training</b>	25	17	42	38%
<b>D. Exits</b>	13	9	22	20%
<b>a. Total placements in Unsubsidized Employment</b>	9	5	14	13%
<b>(1) Training Related Employment</b>	6	3	9	64%
<b>b. Total Retained Employment (6 months)</b>				
<b>c. Average Earnings</b>				

**Veterans Employment and Training Program 2012/13**

**WIA Participant Plan**

Dislocated Worker

Adult

**Orange County Workforce Investment Board – Coast Community College District**

<b>Cumulative Participants</b>						
Month/Year	May 2012	Qtr. End 2012	Jul. 2012	Aug. 2012	Qtr. End 2012	Oct. 2012
1 Total Participants Registered	0	0	0	0	8	12
<b>2. Program Services</b>						
a. Core Services/Intensive Services	0	0	0	0	8	11
b. Training Services	0	0	0	0	0	8
c. Training Completion	0	0	0	0	0	0
d. Follow-up Services after Placement	0	0	0	0	0	0
e. Follow-up Services after Exit	0	0	0	0	0	0
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA			0			0
(1) Unsubsidized Employment			0			0
(a) Training Related			0			0
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			0			0
<b>Cumulative Participants</b>						
Month/Year	Nov. 2012	Qtr. End 2012	Jan. 2013	Feb. 2013	Qtr. End 2013	Apr. 2013
1 Total Participants Registered	25	35	40	45	48	52
<b>2. Program Services</b>						
a. Core Services/Intensive Services	23	35	37	42	48	52
b. Training Services	20	25	30	32	35	45
c. Training Completion	0	1	3	4	8	15
d. Follow-up Services after Placement	0	0	0	0	1	1
e. Follow-up Services after Exit	0	0	0	0	0	1
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA			2			8
(1) Unsubsidized Employment			1			5
(a) Training Related			0			3
(2) Employability Enhancement Exits			0			3
(3) Exited for Other Reasons			0			2

**Veterans Employment and Training Program 2012/13**  
**WIA Participant Plan**  
 Dislocated Worker   
 Adult

**Orange County Workforce Investment Board – Coast Community College District**

<b>Cumulative Participants</b>							
	<b>Month/Year</b>	<b>May 2013</b>	<b>Qtr. End 2013</b>	<b>Jul. 2013</b>	<b>Aug. 2013</b>	<b>Qtr. End 2013</b>	<b>Oct. 2013</b>
<b>1</b>	<b>Total Participants Registered</b>	57	65				
<b>2.</b>	<b>Program Services</b>						
	a. Core Services/Intensive Services	57	65				
	b. Training Services	55	65				
	c. Training Completion	15	25				
	d. Follow-up Services after Placement	4	6				
	e. Follow-up Services after Exit	5	11				
<b>3.</b>	<b>Exit Status</b>						
	a. Total Participants Exiting WIA		13				
	(1) Unsubsidized Employment		9				
	(a) Training Related		6				
	(2) Employability Enhancement Exits		2				
	(3) Exited for Other Reasons		2				

**Veterans Employment and Training Program 2012/13**  
**WIA Participant Plan**  
**Dislocated Worker**   
**Adult**

**Orange County Workforce Investment Board – Coast Community College District**

<b>Cumulative Participants</b>						
<b>Month/Year</b>	<b>May 2012</b>	<b>Qtr. End 2012</b>	<b>Jul. 2012</b>	<b>Aug. 2012</b>	<b>Qtr. End 2012</b>	<b>Oct. 2012</b>
1 Total Participants Registered	0	0	0	0	7	10
<b>2. Program Services</b>						
f. Core Services/Intensive Services	0	0	0	0	7	9
g. Training Services	0	0	0	0	0	8
h. Training Completion	0	0	0	0	0	0
i. Follow-up Services after Placement	0	0	0	0	0	0
j. Follow-up Services after Exit	0	0	0	0	0	0
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA			0			0
(1) Unsubsidized Employment			0			0
(a) Training Related			0			0
(2) Employability Enhancement Exits			0			0
(3) Exited for Other Reasons			0			0
<b>Cumulative Participants</b>						
<b>Month/Year</b>	<b>Nov. 2012</b>	<b>Qtr. End 2012</b>	<b>Jan. 2013</b>	<b>Feb. 2013</b>	<b>Qtr. End 2013</b>	<b>Apr. 2013</b>
1 Total Participants Registered	15	20	22	27	28	30
<b>2. Program Services</b>						
f. Core Services/Intensive Services	12	16	22	25	28	30
g. Training Services	10	12	15	17	22	25
h. Training Completion	0	1	2	3	4	10
i. Follow-up Services after Placement	0	0	0	0	1	1
j. Follow-up Services after Exit	0	0	0	0	1	1
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA			3			6
(1) Unsubsidized Employment			0			4
(a) Training Related			0			3
(2) Employability Enhancement Exits			0			2
(3) Exited for Other Reasons			0			2

**Veterans Employment and Training Program 2012/13**  
**WIA Participant Plan**  
**Dislocated Worker**   
**Adult**

**Orange County Workforce Investment Board – Coast Community College District**

<b>Cumulative Participants</b>							
	<b>Month/Year</b>	<b>May 2013</b>	<b>Qtr. End 2013</b>	<b>Jul. 2013</b>	<b>Aug. 2013</b>	<b>Qtr. End 2013</b>	<b>Oct. 2013</b>
<b>1</b>	<b>Total Participants Registered</b>	37	45				
<b>2.</b>	<b>Program Services</b>						
	f. Core Services/Intensive Services	37	45				
	g. Training Services	35	45				
	h. Training Completion	12	17				
	i. Follow-up Services after Placement	2	5				
	j. Follow-up Services after Exit	4	6				
<b>3.</b>	<b>Exit Status</b>						
	a. Total Participants Exiting WIA		9				
	(1) Unsubsidized Employment		5				
	(a) Training Related		3				
	(2) Employability Enhancement Exits		3				
	(3) Exited for Other Reasons		1				

## Budget WIA SERVICES FY 12-13

	PROGRAM NAME: <b>Dislocated Worker</b>	Budget			
		Core	Intensive	Training	Total
	Allocation Percentage	44%	44%	12%	100%
<b>PROGRAM</b>	<b>Operations Activities:</b>				
	Salaries	74,199	273,554	348,160	\$695,913.00
	Benefits	35,509	116,301	148,019	\$299,829.00
	Facilities*	125,218	125,218	34,150	\$284,586.00
	Lease Termination	68,690	68,690	18,734	\$156,114.00
	Communications**	13,683	13,683	3,732	\$31,098.00
	Equipment***				\$0.00
	Supplies****	24,596	24,596	6,708	\$55,900.00
	Travel/Mileage	1,672	1,672	456	\$3,800.00
	Sub-Contractor	1,540	1,540	420	\$3,500.00
	Other	12,540	12,540	3,420	\$28,500.00
	<i>Operations Related Activities Subtotal</i>	<b>\$357,647.00</b>	<b>\$637,794.00</b>	<b>\$563,799.00</b>	<b>\$1,559,240.00</b>
	<b>Direct Client Related Activities:</b>				
Participant Wages and Benefits				\$0.00	
Employer Reimbursement-OJT/CT			30,000	\$30,000.00	
Participant Supportive Services				\$0.00	
Other Participant Activities				\$0.00	
Other:				\$0.00	
<i>Direct Client Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$30,000.00</b>	
<b>Program Subtotal</b>	<b>\$357,647.00</b>	<b>\$637,794.00</b>	<b>\$593,799.00</b>	<b>\$1,589,240.00</b>	
<b>ADMINISTRATION</b>	<b>Administration:</b>				
	Salaries		1,608	453	2,061
	Benefits		761	214	975
	Profit				-
	Indirect	20,999	20,999	5,726	47,724
	<i>Administration Subtotal</i>	<b>\$20,999.00</b>	<b>23,368</b>	<b>6,393</b>	<b>50,760</b>
<b>Grand Total</b>	<b>\$378,646.00</b>	<b>\$661,162.00</b>	<b>\$600,192.00</b>	<b>\$1,640,000.00</b>	

- \* Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- \*\*\* Equipment purchases must be pre-approved by the County
- \*\*\*\* Supplies = Office Supplies, Postage



WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL 169%
	Jul-13	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
<b>PROGRAM</b>													
Dislocated Worker Allocation Percentage													169%
<b>Operations Activities:</b>													
Salaries	57,993	57,993	57,993	57,993	57,993	57,993	57,993	57,993	57,993	57,993	57,993	57,993	686,913
Benefits	24,986	24,986	24,986	24,986	24,986	24,986	24,986	24,986	24,986	24,986	24,986	24,986	299,828
Facilities*	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	23,716	284,586
Lease Termination													
Communications**	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	156,114
Equipment***													
Supplies****	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4,658	4,658	55,900
Travel/Mileage		760	760	760	760	760	760	760	760	760	760	760	3,800
Sub-Contractor		700	700	700	700	700	700	700	700	700	700	700	3,500
Other		5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	3,500
<b>Operations Related Activities Subtotal</b>	<b>113,945</b>	<b>113,945</b>	<b>121,105</b>	<b>117,525</b>	<b>121,105</b>	<b>119,315</b>	<b>113,945</b>	<b>117,525</b>	<b>117,525</b>	<b>113,945</b>	<b>113,945</b>	<b>113,945</b>	<b>1,559,240</b>
<b>Direct Client Related Activities:</b>													
Participant Wages and Benefits		2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Employer Reimbursement-OJT/CT													
Participant Supportive Services													
Other Participant Activities													
Other													
<b>Direct Client Related Activities Subtotal</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>30,000.00</b>
<b>Program Subtotal</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>	<b>\$30,000.00</b>
<b>Administration:</b>													
Salaries	172	172	172	172	172	172	172	172	172	172	172	172	1,692
Benefits	81	81	81	81	81	81	81	81	81	81	81	81	810
Profit													
Indirect	3,501	3,501	3,716	3,608	3,716	3,662	3,501	3,608	3,608	3,501	3,501	3,501	30,000
<b>Administration Subtotal</b>	<b>\$3,754.00</b>	<b>\$3,754.00</b>	<b>\$3,969.00</b>	<b>\$3,861.00</b>	<b>\$3,969.00</b>	<b>\$3,915.00</b>	<b>\$3,754.00</b>	<b>\$3,861.00</b>	<b>\$3,861.00</b>	<b>\$3,754.00</b>	<b>\$3,754.00</b>	<b>\$3,754.00</b>	<b>\$47,724.00</b>
<b>Grand Total</b>	<b>\$120,199.00</b>	<b>\$120,199.00</b>	<b>\$127,574.00</b>	<b>\$123,886.00</b>	<b>\$127,574.00</b>	<b>\$125,730.00</b>	<b>\$120,199.00</b>	<b>\$123,886.00</b>	<b>\$123,886.00</b>	<b>\$120,199.00</b>	<b>\$120,199.00</b>	<b>\$120,199.00</b>	<b>\$1,640,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	Budget				
		Disadvantaged Adult Allocation Percentage	Core	Intensive	Training	Total
		45%	44%	11%	100%	
<b>PROGRAM</b>	<b>Operations Activities:</b>					
	Salaries		21,451	137,297	174,742	\$333,490.00
	Benefits		8,885	58,194	74,065	\$141,144.00
	Facilities*		59,976	58,643	14,661	\$133,280.00
	Lease Termination		34,098	33,340	8,335	\$75,773.00
	Communications**		6,360	6,219	1,554	\$14,133.00
	Equipment***					\$0.00
	Supplies****		5,850	5,720	1,430	\$13,000.00
	Travel/Mileage		810	792	198	\$1,800.00
	Sub-Contractor		-	-	-	\$0.00
	Other		3,914	3,827	956	\$8,697.00
	<i>Operations Related Activities Subtotal</i>		<b>\$141,344.00</b>	<b>\$304,032.00</b>	<b>\$275,941.00</b>	<b>\$721,317.00</b>
<b>PROGRAM</b>	<b>Direct Client Related Activities:</b>					
	Participant Wages and Benefits				\$0.00	
	Employer Reimbursement-OJT/CT			\$0.00	50,000	\$50,000.00
	Participant Supportive Services					\$0.00
	Other Participant Activities					\$0.00
Other:					\$0.00	
	<i>Direct Client Related Activities Subtotal</i>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>
	<b>Program Subtotal</b>		<b>\$141,344.00</b>	<b>\$304,032.00</b>	<b>\$325,941.00</b>	<b>\$771,317.00</b>
<b>ADMINISTRATION</b>	<b>Administration:</b>					
	Salaries			835	196	1,031
	Benefits			395	93	488
	Profit					-
	Indirect			10,192	12,972	23,164
	<i>Administration Subtotal</i>		<b>\$0.00</b>	<b>11,422</b>	<b>13,261</b>	<b>24,683</b>
	<b>Grand Total</b>		<b>\$141,344.00</b>	<b>\$315,454.00</b>	<b>\$339,202.00</b>	<b>\$796,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services

\*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions

\*\*\* Equipment purchases must be pre-approved by the County

\*\*\*\* Supplies = Office Supplies, Postage

-  
2.9%

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	100%
<b>PROGRAM</b>													
Disadvantaged Adult Allocation Percentage													
<b>Operations Activities:</b>													
Salaries	27,791	27,791	27,791	27,791	27,791	27,791	27,791	27,791	27,791	27,791	27,791	27,791	\$27,789.00
Benefits	11,762	11,762	11,762	11,762	11,762	11,762	11,762	11,762	11,762	11,762	11,762	11,762	\$11,762.00
Facilities*	11,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	11,107	\$11,103.00
Lease Termination													
Communications**	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	1,178	\$75,773.00
Equipment***													\$1,175.00
Supplies****	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	1,083	\$1,087.00
Travel/Mileage	360	360	360	360	360	270	180	180	180	180	180	180	\$270.00
Sub-Contractor													\$0.00
Other		870	1,739	870	1,739	1,305		870	870				\$1,304.00
<b>Operations Related Activities Subtotal</b>	<b>52,921</b>	<b>52,921</b>	<b>55,020</b>	<b>53,971</b>	<b>55,020</b>	<b>54,486</b>	<b>52,921</b>	<b>53,971</b>	<b>53,971</b>	<b>52,921</b>	<b>52,921</b>	<b>52,921</b>	<b>130,263</b>
<b>Direct Client Related Activities:</b>													
Participant Wages and Benefits													
Employer Reimbursement-OJT/CT	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	\$4,163.00
Participant Supportive Services													
Other Participant Activities													
Other:													
<b>Direct Client Related Activities Subtotal</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,163.00</b>
<b>Program Subtotal</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,167.00</b>	<b>\$4,163.00</b>
<b>Administration:</b>													
Salaries	86	86	86	86	86	86	86	86	86	86	86	86	85
Benefits	41	41	41	41	41	41	41	41	41	41	41	41	37
Profit													
Indirect	1,716	1,716	1,779	1,748	1,779	1,764	1,716	1,748	1,748	1,716	1,716	1,716	4,018
<b>Administration Subtotal</b>	<b>\$1,843.00</b>	<b>\$1,843.00</b>	<b>\$1,906.00</b>	<b>\$1,875.00</b>	<b>\$1,906.00</b>	<b>\$1,891.00</b>	<b>\$1,843.00</b>	<b>\$1,875.00</b>	<b>\$1,875.00</b>	<b>\$1,843.00</b>	<b>\$1,843.00</b>	<b>\$1,843.00</b>	<b>\$4,140.00</b>
<b>Grand Total</b>	<b>\$58,931.00</b>	<b>\$58,931.00</b>	<b>\$61,093.00</b>	<b>\$60,013.00</b>	<b>\$61,093.00</b>	<b>\$60,554.00</b>	<b>\$58,931.00</b>	<b>\$60,013.00</b>	<b>\$60,013.00</b>	<b>\$58,931.00</b>	<b>\$58,931.00</b>	<b>\$58,931.00</b>	<b>\$796,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	Budget				
		Adult/OJT/WEX	Core	Intensive	Training	Total
	Allocation Percentage	45%	44%	11%	100%	
PROGRAM	<b>Operations Activities:</b>					
	Salaries			23,447	29,842	\$53,289.00
	Benefits			7,495	9,539	\$17,034.00
	Facilities*	5,399	5,279	1,319		\$11,997.00
	Lease Termination					\$0.00
	Communications**	1,550	1,516	379		\$3,445.00
	Equipment***					\$0.00
	Supplies****	2,610	2,552	638		\$5,800.00
	Travel/Mileage	810	792	198		\$1,800.00
	Sub-Contractor					\$0.00
	Other	1,575	1,540	385		\$3,500.00
	<i>Operations Related Activities Subtotal</i>	<b>\$11,944.00</b>	<b>\$42,621.00</b>	<b>\$42,300.00</b>	<b>\$96,865.00</b>	
PROGRAM	<b>Direct Client Related Activities:</b>					
	Participant Wages and Benefits				\$0.00	
	Employer Reimbursement-OJT/CT				\$0.00	
	Participant Supportive Services				\$0.00	
	Other Participant Activities				\$0.00	
	Other:				\$0.00	
	<i>Direct Client Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>Program Subtotal</b>	<b>\$11,944.00</b>	<b>\$42,621.00</b>	<b>\$42,300.00</b>	<b>\$96,865.00</b>	
ADMINISTRATION	<b>Administration:</b>					
	Salaries			157	36	193
	Benefits			74	18	92
	Profit					-
	Indirect	1,283	1,254	313		2,850
	<i>Administration Subtotal</i>	<b>\$1,283.00</b>	<b>1,485</b>	<b>367</b>		<b>3,135</b>
	<b>Grand Total</b>	<b>\$13,227.00</b>	<b>\$44,106.00</b>	<b>\$42,667.00</b>	<b>\$100,000.00</b>	

- \* Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- \*\*\* Equipment purchases must be pre-approved by the County
- \*\*\*\* Supplies = Office Supplies, Postage

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	
Allocation Percentage	July-12	Aug-12	Sept-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	June-13	100%
<b>PROGRAM</b>													
Operations Activities:													
Salaries	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	\$4,438.00
Benefits	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	\$1,414.00
Facilities*	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	\$997.00
Lease Termination													
Communications**	287	287	287	287	287	287	287	287	287	287	287	287	\$288.00
Equipment***													
Supplies****	483	483	483	483	483	483	483	483	483	483	483	483	\$487.00
Travel/Mileage													
Sub-Contractor													
Other													
<b>Operations Related Activities Subtotal</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>7,631</b>	<b>\$525.00</b>
<b>Direct Client Related Activities:</b>													
Participant Wages and Benefits													
Employer Reimbursement-OJT/CT													
Participant Supportive Services													
Other Participant Activities													
Other:													
<b>Direct Client Related Activities Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>	<b>\$7,631.00</b>
<b>Administration:</b>													
Salaries	16	16	16	16	16	16	16	16	16	16	16	16	\$193.00
Benefits	8	8	8	8	8	8	8	8	8	8	8	8	\$92.00
Profit													\$0.00
Indirect	230	230	230	230	230	230	230	230	230	230	230	230	\$2,850.00
<b>Administration Subtotal</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$254.00</b>	<b>\$2,850.00</b>
<b>Grand Total</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$7,885.00</b>	<b>\$100,000.00</b>
<b>ADMINISTRATION</b>													

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	Budget			
		SSA/OJT/WEX	OJT	WEX	Total
	Allocation Percentage		22%	78%	100%
<b>PROGRAM</b>	<b>Operations Activities:</b>				
	Salaries		9,240	32,760	\$42,000.00
	Benefits		4,158	14,742	\$18,900.00
	Facilities*		2,767	9,808	\$12,575.00
	Lease Termination				
	Communications**		154	546	\$700.00
	Equipment***				\$0.00
	Supplies****		198	702	\$900.00
	Travel/Mileage		88	312	\$400.00
	Sub-Contractor				
	Other		176	624	\$800.00
	<i>Operations Related Activities Subtotal</i>		<b>\$16,781.00</b>	<b>\$59,494.00</b>	<b>\$76,275.00</b>
<b>ADMINISTRATION</b>	<b>Direct Client Related Activities:</b>				
	Participant Wages and Benefits			113,664	\$113,664.00
	Employer Reimbursement-OJT/CT		19,840		\$19,840.00
	Participant Supportive Services				\$0.00
	Other Participant Activities				\$0.00
	Other:				\$0.00
	<i>Direct Client Related Activities Subtotal</i>		<b>\$19,840.00</b>	<b>\$113,664.00</b>	<b>\$133,504.00</b>
	<b>Program Subtotal</b>		<b>\$36,621.00</b>	<b>\$173,158.00</b>	<b>\$209,779.00</b>
	<b>Administration:</b>				
	Salaries				-
	Benefits				-
	Profit				-
	Indirect		1,369	4,852	6,221
	<i>Administration Subtotal</i>		<b>\$1,369.00</b>	<b>4,852</b>	<b>6,221</b>
	<b>Grand Total</b>		<b>\$37,990.00</b>	<b>\$178,010.00</b>	<b>\$216,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services

\*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions

\*\*\* Equipment purchases must be pre-approved by the County

\*\*\*\* Supplies = Office Supplies, Postage

-

2.9%



WIA PY 12-13 EXPENDITURE PLAN

PROGRAM	PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL	
		Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13		
PROGRAM	SSA/OJTWEX														
	Allocation Percentage														
	Operations Activities:														
	Salaries	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	42,000
	Benefits	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	1,575	18,900
	Facilities*	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	1,048	12,575
	Lease Termination														
	Communications**	58	58	58	58	58	58	58	58	58	58	58	58	58	700
	Equipment***														
	Supplies****	75	75	75	75	75	75	75	75	75	75	75	75	75	900
	Travel/Mileage														
	Sub-Contractor														
	Other:														
	Operations Related Activities Subtotal	6,256	6,496	6,496	6,376	6,496	6,436	6,256	6,376	6,376	6,376	6,256	6,256	6,439	76,275
	Direct Client Related Activities:														
Participant Wages and Benefits															
Employer Reimbursement-OJT/CT															
Participant Supportive Services															
Other Participant Activities															
Other:															
Direct Client Related Activities Subtotal	0.00	226,701.00	113,350.00	113,350.00	226,701.00	20,026.00	0.00	113,350.00	11,366	11,366	11,366	11,366	11,366	113,664	
Program Subtotal	\$6,256.00	\$6,256.00	\$33,197.00	\$19,726.00	\$33,197.00	\$26,462.00	\$6,256.00	\$19,726.00	\$19,726.00	\$19,726.00	\$6,256.00	\$6,256.00	\$6,256.00	\$133,504.00	
Administration:															
Salaries															
Benefits															
Profit															
Indirect	188	188	996	592	996	794	188	188	592	592	188	188	719	\$6,221.00	
Administration Subtotal	\$188.00	\$188.00	\$996.00	\$592.00	\$996.00	\$794.00	\$188.00	\$188.00	\$592.00	\$592.00	\$188.00	\$188.00	\$719.00	\$6,221.00	
Grand Total	\$6,444.00	\$6,444.00	\$34,193.00	\$20,318.00	\$34,193.00	\$27,256.00	\$6,444.00	\$20,318.00	\$20,318.00	\$20,318.00	\$6,444.00	\$6,444.00	\$27,184.00	\$216,000.00	

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

PROGRAM NAME:		SCSEP	Total	
Allocation Percentage		100%	100%	
<b>PROGRAM</b>	<b>Operations Activities:</b>			
	Salaries	32,238	\$32,238.00	
	Benefits	16,942	\$16,942.00	
	Facilities*		\$0.00	
	Lease Termination		\$0.00	
	Communications**		\$0.00	
	Equipment***		\$0.00	
	Supplies****	320	\$320.00	
	Travel/Mileage		\$0.00	
	Sub-Contractor			
	Other		\$0.00	
	<i>Operations Related Activities Subtotal</i>		<b>\$49,500.00</b>	<b>\$49,500.00</b>
	<b>Direct Client Related Activities:</b>			
	Participant Wages and Benefits		\$0.00	
Employer Reimbursement-OJT/CT		\$0.00		
Participant Supportive Services		\$0.00		
Other Participant Activities		\$0.00		
Other:		\$0.00		
<i>Direct Client Related Activities Subtotal</i>		<b>\$0.00</b>	<b>\$0.00</b>	
<b>Program Subtotal</b>		<b>\$49,500.00</b>	<b>\$49,500.00</b>	
<b>ADMINISTRATION</b>	<b>Administration:</b>			
	Salaries		-	
	Benefits		-	
	Profit		-	
	Indirect		-	
	<i>Administration Subtotal</i>		-	-
<b>Grand Total</b>		<b>\$49,500.00</b>	<b>\$49,500.00</b>	

- \* Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- \*\*\* Equipment purchases must be pre-approved by the County
- \*\*\*\* Supplies = Office Supplies, Postage

-  
0%

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	
SCSEP	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13		
Allocation Percentage													
<b>PROGRAM</b>													
Operations Activities:													
Salaries	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,687	2,681	32,238
Benefits	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,412	1,410	16,942
Facilities*													
Lease Termination													
Communications**													
Equipment***													
Supplies****													
Travel/Mileage							64					160	320
Sub-Contractor													
Other													
<b>Operations Related Activities Subtotal</b>	<b>4,099</b>	<b>4,099</b>	<b>4,099</b>	<b>4,099</b>	<b>4,099</b>	<b>4,163</b>	<b>4,099</b>	<b>4,099</b>	<b>4,195</b>	<b>4,099</b>	<b>4,251</b>	<b>49,500</b>	
Direct Client Related Activities:													
Participant Wages and Benefits													
Employer Reimbursement-OJT/CT													
Participant Supportive Services													
Other Participant Activities													
Other:													
<b>Direct Client Related Activities Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,163.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,195.00</b>	<b>\$4,099.00</b>	<b>\$4,251.00</b>	<b>\$49,500.00</b>	
Administration:													
Salaries													
Benefits													
Profit													
Indirect													
<b>Administration Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,163.00</b>	<b>\$4,099.00</b>	<b>\$4,099.00</b>	<b>\$4,195.00</b>	<b>\$4,099.00</b>	<b>\$4,251.00</b>	<b>\$49,500.00</b>	
<b>ADMINISTRATION</b>													

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

PROGRAM NAME:		VETConnect	Total	
Allocation Percentage		100%	100%	
<b>PROGRAM</b>	<b>Operations Activities:</b>			
	Salaries	88,304	\$88,304.00	
	Benefits	10,085	\$10,085.00	
	Facilities*		\$0.00	
	Lease Termination		\$0.00	
	Communications**	11,600	\$11,600.00	
	Equipment***		\$0.00	
	Supplies****	10,459	\$10,459.00	
	Travel/Mileage	3,500	\$3,500.00	
	Sub-Contractor			
	Other	4,505	\$4,505.00	
	<i>Operations Related Activities Subtotal</i>		<b>\$128,453.00</b>	<b>\$128,453.00</b>
	<b>Direct Client Related Activities:</b>			
Participant Wages and Benefits		\$0.00		
Employer Reimbursement-OJT/CT		\$0.00		
Participant Supportive Services		\$0.00		
Other Participant Activities		\$0.00		
Other:		\$0.00		
<i>Direct Client Related Activities Subtotal</i>		<b>\$0.00</b>	<b>\$0.00</b>	
<b>Program Subtotal</b>		<b>\$128,453.00</b>	<b>\$128,453.00</b>	
<b>ADMINISTRATION</b>	<b>Administration:</b>			
	Salaries		-	
	Benefits		-	
	Profit		-	
	Indirect	3,809	3,809	
	<i>Administration Subtotal</i>	<b>3,809</b>	<b>3,809</b>	
<b>Grand Total</b>		<b>\$132,262.00</b>	<b>\$132,262.00</b>	

- \* Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- \*\*\* Equipment purchases must be pre-approved by the County
- \*\*\*\* Supplies = Office Supplies, Postage

-

2.9%

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER		SECOND QUARTER		THIRD QUARTER		FOURTH QUARTER		TOTAL	
	6.30%	8.30%	6.30%	8.30%	6.30%	8.30%	6.30%	8.30%		
	Jul-12	Aug-12	Oct-12	Nov-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
<b>VETConnect</b>										
Allocation Percentage										
<b>Operations Activities:</b>										
Salaries	7,359	7,359	7,359	7,359	7,359	7,359	7,359	7,359	7,359	7,355
Benefits	840	840	840	840	840	840	840	840	840	845
Facilities*										
Lease Termination										
Communications**		2,320		2,320		2,320		3,480		1,160
Equipment***										
Supplies****		2,092		2,092		2,092		3,138		1,045
Travel/Mileage		700		700		700		1,050		350
Sub-Contractor										
Other		901		901		901		1,352		450
<b>Operations Related Activities Subtotal</b>	<b>8,199</b>	<b>8,199</b>	<b>14,212</b>	<b>14,212</b>	<b>14,212</b>	<b>14,212</b>	<b>8,199</b>	<b>17,219</b>	<b>8,199</b>	<b>11,205</b>
<b>Direct Client Related Activities:</b>										
Participant Wages and Benefits										
Employer Reimbursement-OJT/CT										
Participant Supportive Services										
Other Participant Activities										
Other:										
<b>Direct Client Related Activities Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$8,199.00</b>	<b>\$8,199.00</b>	<b>\$14,212.00</b>	<b>\$14,212.00</b>	<b>\$14,212.00</b>	<b>\$14,212.00</b>	<b>\$8,199.00</b>	<b>\$17,219.00</b>	<b>\$8,199.00</b>	<b>\$11,205.00</b>
<b>Administration:</b>										
Salaries										
Benefits										
Profit										
Indirect	246	246	426	426	426	246	246	517	246	292
<b>Administration Subtotal</b>	<b>\$246.00</b>	<b>\$246.00</b>	<b>\$426.00</b>	<b>\$426.00</b>	<b>\$426.00</b>	<b>\$246.00</b>	<b>\$246.00</b>	<b>\$517.00</b>	<b>\$246.00</b>	<b>\$292.00</b>
<b>Grand Total</b>	<b>\$8,445.00</b>	<b>\$8,445.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$8,445.00</b>	<b>\$17,736.00</b>	<b>\$8,445.00</b>	<b>\$11,497.00</b>
<b>ADMINISTRATION</b>										
Salaries										
Benefits										
Profit										
Indirect										
<b>Administration Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$8,445.00</b>	<b>\$8,445.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$14,638.00</b>	<b>\$8,445.00</b>	<b>\$17,736.00</b>	<b>\$8,445.00</b>	<b>\$11,497.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

	PROGRAM NAME:	Budget					Total
		Core Self	Core Registered	Intensive	Training	In-Kind Match	
	<b>VEAP-ADULT 15%</b>		45%	44%	11%		100%
	Allocation Percentage		45%	44%	11%		100%
<b>PROGRAM</b>	<b>Operations Activities:</b>						
	Salaries	-	19,795	19,355	4,839	16,407	\$43,989.00
	Benefits	-	6,632	6,485	1,621	8,204	\$14,738.00
	Facilities*	-	13,189	12,896	3,224	3,241	\$29,309.00
	Lease Termination						\$0.00
	Communications**	-	2,128	2,081	520	4,500	\$4,729.00
	Equipment***						\$0.00
	Supplies****	-	2,138	2,091	523		\$4,752.00
	Travel/Mileage	-	675	660	165		\$1,500.00
	Sub-Contractor						\$0.00
	Other	-	1,755	1,716	429	27,648	\$3,900.00
		<i>Operations Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$46,312.00</b>	<b>\$45,284.00</b>	<b>\$11,321.00</b>	<b>\$60,000.00</b>
<b>PROGRAM</b>	<b>Direct Client Related Activities:</b>						
	Participant Wages and Benefits						\$0.00
	Employer Reimbursement-OJT/CT						\$0.00
	Other Participant Activities						\$0.00
	Other:						\$0.00
	<i>Direct Client Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>Program Subtotal</b>	<b>\$0.00</b>	<b>\$46,312.00</b>	<b>\$45,284.00</b>	<b>\$11,321.00</b>	<b>\$60,000.00</b>	<b>\$102,917.00</b>
	Participant Supportive Services			\$6,318.00	\$1,482.00		\$7,800.00
	<b>Support Services &amp; Program Subtotal:</b>	<b>\$0.00</b>	<b>\$46,312.00</b>	<b>\$51,602.00</b>	<b>\$12,803.00</b>	<b>\$60,000.00</b>	<b>\$110,717.00</b>
<b>ADMINISTRATION</b>	<b>Administration:</b>						
	Salaries						-
	Benefits						-
	Profit						-
	Indirect	-	1,477	1,445	361		3,283
	<i>Administration Subtotal</i>	<b>\$0.00</b>	<b>1,477</b>	<b>1,445</b>	<b>361</b>	<b>-</b>	<b>3,283</b>
	<b>Grand Total</b>	<b>\$0.00</b>	<b>\$47,789.00</b>	<b>\$53,047.00</b>	<b>\$13,164.00</b>	<b>\$60,000.00</b>	<b>\$114,000.00</b>

- \* Facilities = Rent, Maintenance, Utilities, Insurance, IT services
- \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions
- \*\*\* Equipment purchases must be pre-approved by the County
- \*\*\*\* Supplies = Office Supplies, Postage



WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	
VEAP-ADULT 15% Allocation Percentage	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
<b>OPERATIONS ACTIVITIES:</b>													
Salaries	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666	3,666
Benefits	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228	1,228
Facilities*	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442
Lease Termination	-	-	-	-	-	-	-	-	-	-	-	-	-
Communications**	394	394	394	394	394	394	394	394	394	394	394	394	394
Equipment***	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplies****	396	396	396	396	396	396	396	396	396	396	396	396	396
Travel/Mileage	125	125	125	125	125	125	125	125	125	125	125	125	125
Sub-Contractor	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	325	325	325	325	325	325	325	325	325	325	325	325	325
<b>Operations Related Activities Subtotal</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>	<b>8,576</b>
<b>Direct Client Related Activities:</b>													
Participant Wages and Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Employer Reimbursement-OJT/CT	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Participant Activities	-	-	-	-	-	-	-	-	-	-	-	-	-
Other:	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Direct Client Related Activities Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>
Participant Supportive Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Support Services & Program Subtotal:	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>	<b>\$8,576.00</b>
<b>Administration:</b>													
Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-
Profit	-	-	-	-	-	-	-	-	-	-	-	-	-
Indirect	257	257	281	257	327	281	257	304	281	281	281	219	219
<b>Administration Subtotal</b>	<b>\$257.00</b>	<b>\$257.00</b>	<b>\$281.00</b>	<b>\$257.00</b>	<b>\$327.00</b>	<b>\$281.00</b>	<b>\$257.00</b>	<b>\$304.00</b>	<b>\$281.00</b>	<b>\$281.00</b>	<b>\$281.00</b>	<b>\$219.00</b>	<b>\$3,283.00</b>
<b>Grand Total</b>	<b>\$8,833.00</b>	<b>\$8,833.00</b>	<b>\$9,637.00</b>	<b>\$8,833.00</b>	<b>\$11,243.00</b>	<b>\$9,637.00</b>	<b>\$8,833.00</b>	<b>\$10,449.00</b>	<b>\$9,637.00</b>	<b>\$9,637.00</b>	<b>\$9,637.00</b>	<b>\$8,800.00</b>	<b>\$114,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

## Budget WIA SERVICES FY 12-13

PROGRAM NAME:	Budget					
	Core Self	Core Registered	Intensive	Training	In-Kind Match	Total
<b>VEAP-Dislocated Worker 25%</b>						
Allocation Percentage		44%	44%	12%		100%
<b>PROGRAM</b>						
<b>Operations Activities:</b>						
Salaries	-	12,903	12,903	3,520	10,938	\$29,326.00
Benefits	-	4,323	4,323	1,179	5,469	\$9,825.00
Facilities*	-	8,560	8,560	2,334	2,161	\$19,454.00
Lease Termination						\$0.00
Communications**	-	1,387	1,387	378	3,000	\$3,152.00
Equipment***						\$0.00
Supplies****	-	1,432	1,432	390		\$3,254.00
Travel/Mileage	-	440	440	120		\$1,000.00
Sub-Contractor						\$0.00
Other	-	1,144	1,144	312	18,432	\$2,600.00
<i>Operations Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$30,189.00</b>	<b>\$30,189.00</b>	<b>\$8,233.00</b>	<b>\$40,000.00</b>	<b>\$68,611.00</b>
<b>Direct Client Related Activities:</b>						
Participant Wages and Benefits						\$0.00
Employer Reimbursement-OJT/CT						\$0.00
Other Participant Activities						\$0.00
Other:						\$0.00
<i>Direct Client Related Activities Subtotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$0.00</b>	<b>\$30,189.00</b>	<b>\$30,189.00</b>	<b>\$8,233.00</b>	<b>\$40,000.00</b>	<b>\$68,611.00</b>
<b>Participant Supportive Services</b>			\$4,056.00	\$1,144.00		\$5,200.00
<b>Support Services &amp; Program Subtotal:</b>	<b>\$0.00</b>	<b>\$30,189.00</b>	<b>\$34,245.00</b>	<b>\$9,377.00</b>	<b>\$40,000.00</b>	<b>\$73,811.00</b>
<b>ADMINISTRATION</b>						
<b>Administration:</b>						
Salaries						-
Benefits						-
Profit						-
Indirect	-	963	963	263		2,189
<i>Administration Subtotal</i>	<b>\$0.00</b>	<b>963</b>	<b>963</b>	<b>263</b>	<b>-</b>	<b>2,189</b>
<b>Grand Total</b>	<b>\$0.00</b>	<b>\$31,152.00</b>	<b>\$35,208.00</b>	<b>\$9,640.00</b>	<b>\$40,000.00</b>	<b>\$76,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services

\*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs, Professional Memberships, Subscriptions

\*\*\* Equipment purchases must be pre-approved by the County

\*\*\*\* Supplies = Office Supplies, Postage

2.9%

WIA PY 12-13 EXPENDITURE PLAN

PROGRAM NAME:	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	8.30%	
	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	
<b>VEAP-Dislocated Worker 25% Allocation Percentage</b>													
<b>Operations Activities:</b>													
Salaries	2,444	2,444	2,444	2,444	2,444	2,444	2,444	2,444	2,444	2,444	2,444	2,444	29,326
Benefits	819	819	819	819	819	819	819	819	819	819	819	819	9,825
Facilities*	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	19,454
Lease Termination													
Communications**	263	263	263	263	263	263	263	263	263	263	263	263	3,152
Equipment***													
Supplies****	271	271	271	271	271	271	271	271	271	271	271	271	3,254
Travel/Mileage	83	83	83	83	83	83	83	83	83	83	83	83	1,000
Sub-Contractor													
Other	217	217	217	217	217	217	217	217	217	217	217	217	2,600
<b>Operations Related Activities Subtotal</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>5,718</b>	<b>69,611</b>
<b>Direct Client Related Activities:</b>													
Participant Wages and Benefits													
Employer Reimbursement-OJT/CT													
Other Participant Activities													
Other:													
<b>Direct Client Related Activities Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Program Subtotal</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$5,718.00</b>	<b>\$68,611.00</b>
<b>Participant Supportive Services</b>													
Support Service & Program Subtotal:	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$5,718.00	\$52,000.00
<b>Administration:</b>													
Salaries													
Benefits													
Profit													
Indirect	172	172	187	172	218	187	172	203	187	187	187	145	\$2,189.00
<b>Administration Subtotal</b>	<b>\$172.00</b>	<b>\$172.00</b>	<b>\$187.00</b>	<b>\$172.00</b>	<b>\$218.00</b>	<b>\$187.00</b>	<b>\$172.00</b>	<b>\$203.00</b>	<b>\$187.00</b>	<b>\$187.00</b>	<b>\$187.00</b>	<b>\$145.00</b>	<b>\$2,189.00</b>
<b>Grand Total</b>	<b>\$5,890.00</b>	<b>\$5,890.00</b>	<b>\$6,425.00</b>	<b>\$5,890.00</b>	<b>\$7,496.00</b>	<b>\$6,425.00</b>	<b>\$5,890.00</b>	<b>\$6,961.00</b>	<b>\$6,425.00</b>	<b>\$6,425.00</b>	<b>\$6,425.00</b>	<b>\$6,858.00</b>	<b>\$76,000.00</b>

\* Facilities = Rent, Maintenance, Utilities, Insurance, IT services  
 \*\* Communications = Telephone, Publishing, Marketing, Printing, Meetings/Conferences/Job Fairs,  
 \*\*\* Professional Memberships, Subscriptions  
 \*\*\*\* Equipment purchases must be pre-approved by the County  
 \*\*\*\*\* Supplies = Office Supplies, Postage

