

The vision of the
South Orange County Community College District
is to be an educational leader in a changing world.

AGENDA

Meeting of the Board of Trustees



Monday, January 25, 2010

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 6:30 p.m.

Ronald Reagan Board of Trustees, Room 145
Health Sciences/District Offices Building
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

Any writings relating to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at: Office of the Chancellor and Trustee Services, Room 334, Health Sciences/District Offices Building, Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.

When possible, such writings may also be posted on the District's website: <http://www.socccd.edu>

Board of Trustees

Donald P. Wagner – President, Nancy M. Padberg - Vice President, Marcia Milchiker – Clerk
Thomas A. Fuentes, William O. Jay, David B. Lang, John S. Williams, Bi'Anca Bailey – Student Trustee
Raghu P. Mathur, Ed.D. - Chancellor



Meeting of the Board of Trustees

January 25, 2010

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

*Members of the public may address the Board on items listed to be discussed in **closed session**. **Speakers are limited to two minutes each.***

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)
 - 1. Public Employee Discipline/Dismissal/Release (1)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: Dr. Raghu Mathur
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: Dr. Raghu Mathur
 - b. Leave Request (1)
- C. Conference with Real Property Negotiators (GC Section 54956.8)
 - 1. Lease of Property by District: Portion of Saddleback College site at the southeast corner of Marguerite Parkway and College Drive; Agency Designated Representative – Dr. Raghu Mathur.
- D. Conference with Legal Counsel (GC Section 54956.9)
 - 1. Existing Litigation (GC Section 54956.9[b]) (1)
Westphal v. Wagner
 - 2. Anticipated Litigation/Significant Exposure to Litigation (1)
(GC Section 54956.9[b][1] and [b][3][C]:
Claim of Ryan Ponce against the District
 - 3. Anticipated Litigation/Significant Exposure to Litigation (2)
(GC Section 54956.9[b][1] and [b][3][A])

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 **Invocation**

Led by Trustee David B. Lang

2.3 **Pledge of Allegiance**

Led by Trustee Marcia Milchiker

2.4 **Resolutions/Presentations/Introductions**

2.5 **Public Comments**

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. ***Speakers are limited to up to two minutes each.***

3.0 REPORTS

3.1 **Oral Reports: Speakers are limited to up to two minutes each.**

A. Board Reports

B. Chancellor's Report

C. Board Requests for Report(s)

4.0 DISCUSSION ITEMS

4.1 **SOCCCD: Accreditation**

Reports from Saddleback College and Irvine Valley College on Accreditation.

4.2 **SOCCCD: How Districts are Planning and Adjusting to Accommodate State Budget Cuts**

Report on Statewide Community College Survey Results and SOCCCD Efficiency Measures.

5.0 CONSENT CALENDAR ITEMS

All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

5.1 **SOCCCD: Board of Trustees Meeting Minutes**

Approve minutes of a Regular Meeting held on December 7, 2009.

- 5.2 **Irvine Valley College: 2010 International Debate Tour – People’s Republic of China**
Approve the Irvine Valley College International Debate Team to travel to Shanghai, Beijing and Xi’an, China to participate in a debate tour from May 22-June 7, 2010. No District or student government funding is requested.
- 5.3 **Irvine Valley College: Curriculum Revisions for the 2010-11 Academic Year**
Approve proposed curriculum changes from the Curriculum Committee and Academic Senate to the courses and programs set forth in Exhibit A.
- 5.4 **Irvine Valley College: Landscaping Project, Architectural Services**
Approve agreement with RJM Design Group, Inc. for the Irvine Valley College landscape project in the amount of \$102,245.00.
- 5.5 **Irvine Valley College: Donation of Surplus Equipment**
Approve the donation to Tustin Unified School District
- 5.6 **Saddleback College: Student Nurse Organization: Faculty and Student Travel**
Approve NSNA Conference attendance in Lake Buena Vista, Florida for one to two Faculty Advisors and twenty nursing students for an amount not to exceed \$27,000.
- 5.7 **Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with R2A Architecture**
Approve amendment to architectural services agreement with R2A Architecture increasing the fee in the amount of \$19,938. The total revised contract amount is \$265,018.00.
- 5.8 **Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with Sandy Pringle Associates, Inspection Consultants Inc.**
Approve purchase order increase with Sandy Pringle Associates in the amount of \$35,535.00. The total revised purchase order amount is \$118,535.00.
- 5.9 **Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with gkkworks**
Approve amendment to construction management services agreement with gkkworks increasing the fee in the amount of \$78,090.00. The total revised contract amount is \$238,560.00
- 5.10 **Saddleback College: Change Order Requests: Village Expansion**
Approve change orders resulting in a decrease of \$48,857.57 in the project cost. The total revised contract amount is \$1,016,227.34.

- 5.11 **Saddleback College: Speakers**
Approve honoraria for speakers at Saddleback College.
- 5.12 **Saddleback College: Donation of Surplus Equipment**
Approve the donation to Rancho Santa Margarita Middle School.
- 5.13 **Saddleback College: Acceptance of Highest bid for Leasing of Property and Delegation of Authority to Negotiate Final Lease Agreement**
Accept bid ranking and approve delegation of authority to the Chancellor, or his designee, to negotiate the final lease agreement.
- 5.14 **ATEP: Pollution Legal Liability Select Policy**
Approve the purchase of a pollution legal liability select policy from American International Specialty Lines Insurance Company, a subsidiary of Chartis Specialty Insurance Company at a premium cost of \$138,000 for a ten year policy.
- 5.15 **SOCCCD: Transfer of Budget Appropriations**
Ratify transfer of budget appropriations as shown.
- 5.16 **SOCCCD: Agreement for Legal Services: Jones Day**
Ratify agreement for legal services relating to complaint.
- 5.17 **SOCCCD: Authorization for Institutional Memberships 2009/2010**
Approve memberships and estimated dues for organizations as presented.
- 5.18 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P10-02487 through P10-02890 amounting to \$1,961,768.92 are submitted to the Board of Trustees for approval. Confirming requisitions dated November 16, 2009 through January 5, 2010 totaling \$82,952.02 are also submitted.
- 5.19 **SOCCCD: Payment of Bills**
Approve Checks No. 087146 through 088278, processed through the Orange County Department of Education, totaling \$5,481,875.40; and Checks No. 009737 through 009754, processed through Saddleback College Community Education, totaling \$41,069.82; and Checks No. 008642 through 008655, processed through Irvine Valley College Community Education, totaling \$5,103.12.
- 5.20 **SOCCCD: Budget Amendment: Adopt Resolution No. 10-02 to Amend 2009-10 Restricted General Fund and Child Development Fund**
Adopt and amend as indicated.

- 5.21 **SOCCCD: Authorization of Payment to Student Trustee Absent from Board Meeting**
Adopt Resolution 10-01 authorizing payment to Student Trustee absent from a regular Board Meeting.
- 5.22 **SOCCCD: November-December 2009/January 2010 Contracts**
Ratify contracts as listed.
- 5.23 **Saddleback College: Instrumental Music Student Travel**
Approve four students and one faculty advisor to attend the Western-Northwestern College Band Directors National Association (CBDNA) Intercollegiate Band on March 10-13, 2010 in Reno, Nevada.

6.0 GENERAL ACTION ITEMS

- 6.1 **Saddleback College: Communication Arts and the Film Program**
Approve the recommendation to broadcast television programs within the rating of PG.
- 6.2 **Irvine Valley College: Barranca Road Project: Consultant Services**
Approve consultant agreement with RGP Planning and Development Services in the amount of \$66,750.00
- 6.3 **SOCCCD: 2011-2012 Academic Year 2010/2011 Non-Resident Tuition Fees for Foreign & Out-of-State Students**
Approve non-resident tuition fee of \$183 per semester unit, keep the capital outlay fee at \$215 per semester unit and the application fee to remain at \$54 per semester in 2010/2011.
- 6.4 **SOCCCD: 2010-2011 Sabbatical Recommendations**
Approval of faculty sabbaticals for the 2010-2011 Academic year as recommended by the SOCCCD Sabbatical Committee.
- 6.5 **SOCCCD: CCCT Board of Directors Nominations**
Approve nomination(s) for membership on the California Community College Trustees (CCCT) Board of Directors.
- 6.6 **SOCCCD: Board Policy Revision: BP-4000.1-Nondiscrimination and Equal Opportunity, BP-3340-Cellular Telephone/Smartphone Allowance, BP-5210-Enrollment Priorities, BP-5230-Athletics**
Approve Board Policies.
- 6.7 **SOCCCD: Board Policy Revision: BP-5420: Nursing Program, BP-5510: Student Accident Insurance, BP-5515: Transfer Center, BP-5640: Service Animals, BP-5301: Course Repetition, BP-154: Conflict of Interest**
Accept for review and study.

- 6.8 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.
- 6.9 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.10 **SOCCCD: Claim Against the District: Ryan Patrick Ponce**
Approve rejection of claim by Ryan Patrick Ponce and refer to the District's insurance administrator for processing.

7.0 INFORMATION ITEMS

- 7.1 **SOCCCD, Saddleback College, and IVC: Speakers**
A listing of speakers for District events and Saddleback College and Irvine Valley College classes.
- 7.2 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.3 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.4 **SOCCCD: List of Board Requested Reports**
List of reports requested by members of the Board.
- 7.5 **SOCCCD: Monthly Financial Status Report**
This report displays the adopted budget, revised budget and transactions through December 31, 2009.
- 7.6 **SOCCCD: Quarterly Financial Status Report**
Report is as of September 30, 2009 for the 2009/2010 fiscal year.
- 7.7 **SOCCCD: Quarterly Financial Status Report**
Report is as of December 31, 2009 for the 2009/2010 fiscal year.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund**
This report is for the period ending December 31, 2009.

8.0 WRITTEN REPORTS

Reports by the following individuals and groups should be written and submitted through the docket process prior to distribution of the Board agenda packet.

President, Saddleback College
President, Irvine Valley College
Provost, ATEP
Associated Student Government of SC
Associated Students of IVC
Saddleback College Academic Senate
Irvine Valley College Academic Senate
Faculty Association
California School Employees Association
Saddleback College Classified Senate
Irvine Valley College Classified Senate
District Services Classified Senate
Police Officers' Association

ADJOURNMENT (or continuation of closed session if required): **9:00 P.M.**

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Accreditation Process
ACTION: Discussion

BACKGROUND

At the direction of the Board of Trustees, each month an item specifically designed for discussion is placed on the Board Agenda. The topic for the January Board Meeting is the Accreditation Process.

STATUS

In addition to Exhibits A and B, Dr. Tod A. Burnett, President, Saddleback College; and Dr. Glenn R. Roquemore, President, Irvine Valley College, will present information on the accreditation process.



The Accreditation Self Study process began in Spring 2009 with a kick-off during In-Service.

To guide the Self Study process, the college established an Accreditation Steering Committee, which is chaired by Dr. Rajen Vurdien, Vice President for Instruction, and Dr. Bob Cosgrove, Academic Senate President. The committee members are the chairs of the standards, Diane Pestolesi, Standard I; Anthony Teng, Standard II, Carol Hilton, Standard III, Dr. Carmen Dominguez, Standard IV, as well as Dr. Bob Bramucci, Vice Chancellor of Technology and Learning Services; Miki Mikolajczak, Academic Senate Past-President; Mary Williams, Classified Senate Past-President; Russ Hamilton, Classified Senate President; Delainey Taylor, ASG President; Gretchen Bender, Director of Planning, Research and Grants; and Dr. Tod A. Burnett, President.

During the Spring Semester 2009, the Accreditation Steering Committee established a timeline for the Self Study and completed an analysis of each standard. The Standard Committees then reviewed plans of actions, evaluations, and ACCJC recommendations from focused and mid-term reports that were not addressed during the Fall 2004 visit. Each Standard Committee identified data and coordinated with the District and College to establish data needs. This was done after a careful reading, analysis, and discussion of ACCJC's expectations of the college's 2010 Self Study. The Accreditation Steering Committee reviewed the 2003 Attitudinal Employee Survey, removed unnecessary and outdated questions, and developed new questions. After the Research Office analyzed the draft survey questions for bias, overlap, or inappropriateness; the 2009 Employee Survey was administered and the survey results presented to the Steering Committee and the four Standard Chairs.

During Summer 2009, each committee prepared materials for Fall 2009 In-Service presentations. The committees analyzed the results of the 2009 Employee Survey and begin drafting each standard's descriptive summary and work on the self-evaluation.

During Fall Semester 2009, the Standard Committees reviewed and disseminated the results of the 2009 Employee Survey. The first draft for each of the four standards was reviewed by the co-chairs of the Steering Committee. Their concerns, questions, and suggestions were then shared with each standard chair, who then reconvened their committees to address the issues.

Next Steps: After the agreed-upon changes are made to improve the accuracy and clarity of the first draft, the Self Study will be made available on the Accreditation website for the college community to review. The review will begin with a series of in-service workshops. These college-wide meetings will provide opportunities for the Saddleback College community to offer observations and suggestions to the chairs and members of the Steering Committee. The committees will then decide

on suggestions to be incorporated in the next revision of the Self Study and forward a second draft to the editors.

The Accreditation Self Study Report will be presented to the Board of Trustees for review at the May 2010 Board meeting. The final copy will be presented to the Board in June 2010.

The college will publish and forward the final Self Study document for the required signatures, and the final report will be sent to WASC/ACCJC at the end of June.

During Fall 2010 the College will prepare for the Accreditation Team visit scheduled for October 11-14, 2010.

IRVINE VALLEY COLLEGE
CALENDAR FOR PREPARATION OF THE 2010 SELF STUDY
(The Self Study Manual August 2009)

- I. Report Due: 8 weeks prior to the evaluation visit (assume October 11, 2010)
Date for the evaluation visit: Set more than a year in advance

- II. Target Dates:
 - A. Evidence Gathering and Interpretation: How the College Integrates information into the Planning Process (not compilation of unanalyzed reports)
 - B. Review Drafts
 - C. Final Editing
 - D. Board Review
 - E. Publication

- III. Format and Content for the Comprehensive Self Study Report
 - A. Cover Sheet
 - B. Certification Page
 - C. Table of Contents
 - D. Introduction: History & Demographic Info
 - E. Abstract of the Report: Based on Themes
 - F. Organization for the Self Study
 - G. Organization of the Institution
 - H. Certification of Continued Compliance w/ Eligibility Requirements
 - I. *Responses to Recommendations from Most Recent Comprehensive Evaluation (2004)
 - J. *Institutional Self-Evaluation Using Commission Standards (pages 14-16)
 - 1. Descriptive Summary (Based on evidence; what the institution has learned)
 - 2. Self Evaluation (To what degree institutional evidence demonstrates that the institution meets the standards and how the institution has reached the conclusion)
 - 3. Planning Agenda (Plans, activities, & processes for implementation)
 - K. List of Evidence Available in the Team Room

**I. and J. are the main component of the Self Study. See The Self Study Manual, pgs. 14-16*

- IV. Preliminary Drafts Completed Fall 2009
 - A. Cover Sheet, Certification Page, Introduction, Organization for the Self Study, Organization of the Institution, Certification of Continued Compliance w/Eligibility Requirements
 - B. Standard I: Institutional Mission and Effectiveness
 - C. Standard II. C. Library and Support Services
 - D. Standard III. Resources
- V. Preliminary Drafts to be Completed in Spring 2010
 - A. January 29, 2010: Standard II. Student Learning and Support Services
 - 1. Standard II. A. Instructional Programs
 - 2. Standard II. B. Student Support Services
 - B. February 26, 2010: Standard IV. Leadership and Governance
- VI. Review and Publication
 - A. May 5, 2010-May 19, 2010: Final College-Wide Review
 - B. July 2010: BOT Review
 - C. August 2, 2010: Publication
- VII. Mail to Commission: August 16, 2010 (8 weeks prior to October 11, 2010)
- VIII. Prepare for Site Visit-Assemble Team Room: August-September 2010

Proposed: ALO, Accreditation Co-Chairs 3-27-09
Adopted: Accreditation Steering Committee 3-27-09
Reviewed: College Council 4-1-09
Reviewed: College-Wide Accreditation Dialog 4-7-09
Reviewed: Academic Senate 4-8-09

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: How Districts are Planning and Adjusting to Accommodate State Budget Cuts for 2010-2011

ACTION: Discussion

BACKGROUND

The nonpartisan Legislative Analyst's Office released their latest report detailing the state's fiscal outlook for the remainder of 2009/2010 and beyond. The LAO projects that the state will need to fill a \$6.6 billion deficit in the current year as well as a \$13.3 billion deficit for 2010/2011. While revenues have been slightly softer than projected, the majority of the deficit comes from higher than expected spending levels and assumptions that have not come to fruition.

STATUS

Community colleges around the state have been planning strategies for adapting to the anticipated further reductions in funding. The College of the Sequoias surveyed California community colleges about how districts are adjusting to the budget cuts. Responses were received from 49 districts. The highlights of the results of the survey will be discussed, as was previously requested by the trustees. The Board will also discuss appropriate strategies for SOCCCD.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.1
DATE: 01/25/10

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from :

December 7, 2009 Organizational Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

Item Submitted by: Dr. Raghu P. Mathur, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUDITORIUM, ROOM 145, HEALTH SCIENCES/DISTRICT OFFICES BLDG.,
SADDLEBACK COLLEGE

MINUTES OF THE BOARD OF TRUSTEES' MEETING
December 7, 2009

PRESENT

Members of the Board of Trustees:

Donald P. Wagner, President
John S. Williams, Vice President
Thomas A. Fuentes, Clerk
William O. Jay, Member
David B. Lang, Member
Marcia Milchiker, Member
Nancy M. Padberg, Member
Bi'Anca Bailey, Student Member - ABSENT

Administrative Officers:

Raghu P. Mathur, Chancellor
Gary Poertner, Deputy Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services - ABSENT
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Glenn Roquemore, President Irvine Valley College
Randy Peebles, Provost, ATEP

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments Members of the public may address the Board on items listed to be discussed in closed session. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION AT 6:20 P.M. FOR DISCUSSION OF THE FOLLOWING:

- A. Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957)
 - 1. Public Employee Appointment/Employment/Evaluation (11)
 - a. Vice Chancellor, Technology and Learning Services
 - b. Vice Chancellor, Human Resources
 - c. President/Saddleback College
 - d. Dean, Counseling Services, Irvine Valley College
 - e. Dean, Humanities & Languages/Social Science & Library Services, Irvine Valley College
 - f. Dean, PE, Kinesiology & Athletics, Saddleback College
 - g. Assistant Dean, Counseling Services/Special Programs, Saddleback College
 - h. Dean, Fine Arts, Business Sciences & College Online Education, Irvine Valley College
 - i. Provost/ATEP
 - j. Dean, Math, Science & Engineering, Irvine Valley College
 - k. Dean, Health Sciences, PE & Athletics, Irvine Valley College
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: Dr. Raghu Mathur
 - 2. California School Employees Association (CSEA)

- a. Agency Designated Negotiator: Dr. Raghu Mathur
 - b. Leave Requests (2)
- C. Conference with Legal Counsel (GC Section 54956.9)
- 1. Existing Litigation (GC Section 54956.9[b]) (1) Westphal v. Wagner
 - 2. Anticipated Litigation/Significant Exposure to Litigation (1) (GC Section 54956.9[b][1] and [b][3][C]: Claim of Ryan Ponce against the District
 - 3. Anticipated Litigation/Significant Exposure to Litigation (1) (GC Section 54956.9[b][1] and [b][3][A])

RECONVENE OPEN SESSION: 8:59 P.M.

2.0 PROCEDURAL MATTERS

- 2.1 Actions Taken in Closed Session
- 2.2 Invocation Led by Trustee Bill Jay
- 2.3 Pledge of Allegiance Led by Trustee David B. Lang
- 2.4 Resolutions/Presentations/Introductions
- 2.5 Public Comments Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. Speakers are limited to up to two minutes each.

At 9:06 p.m., on a motion made by Trustee Lang and seconded by Trustee Milchiker the meeting was extended to 10:00 p.m.

- 2.6 Annual Organizational Meeting and Facilities Corporation Meeting

A. Election of Officers

On a motion made by Trustee Padberg and seconded by Trustee Milchiker, Trustee Wagner was nominated President. This motion passed on a 4-3 vote with Trustees Lang, Williams and Fuentes opposing. On a motion made by Trustee Wagner and seconded by Trustee Milchiker, Trustee Padberg was nominated as Vice President of the Board of Trustees. This motion passed on a 7-0 vote. On a motion made by Trustee Wagner and seconded by Trustee Padberg, Trustee Milchiker was nominated to be Clerk. This motion passed on a 7-0 vote.

B. Appointment of Secretary and Assistant Secretary

On a motion made by Trustee Padberg and seconded by Trustee Jay Chancellor Mathur was appointed Secretary and Deputy Chancellor Poertner was appointed Assistant Secretary to the Board of Trustees on a 7-0 vote.

C. Appointment of Trustee Representatives

Representative to the Nominating Committee to the Committee on School District Organization:

On a motion made by Trustee Milchiker, seconded by Trustee Padberg and unanimously carried, John Williams was appointed Representative; and on a motion made by Trustee Fuentes and seconded by Trustee Padberg, Marcia Milchiker was appointed Alternate Representative.

District's Political Action Representative to the Orange County School Boards Association:

On a motion made by Trustee Milchiker, seconded by Trustee Padberg and unanimously carried, John Williams was appointed Representative and Marcia Milchiker was appointed Alternate Representative.

Liaison to Orange County Community College Trustees Association:

On a motion made by Trustee Williams, seconded by Trustee Milchiker and unanimously carried, Bill Jay was appointed Liaison to Orange County Community College Trustees Association.

Representative to the Orange County Legislative Task Force:

On a motion made by Trustee Lang, seconded by Trustee Williams and unanimously carried, Tom Fuentes was appointed Representative to the Orange County Legislative Task Force. On a motion made by Trustee Fuentes, seconded by Trustee Lang and unanimously carried, John Williams was appointed Alternate Representative.

**Representative to the Orange County Transportation Authority:
Stakeholders Working Group for South Orange County Major
Investment Study:**

On a motion made by Trustee Williams, seconded by Trustee Lang and unanimously carried, Nancy Padberg was appointed Representative to the OCTA: Stakeholders Working Group for south Orange County Major Investment Study.

D. Establishment of Regular Meeting Dates

On a motion made by Trustee Lang and seconded by Trustee Fuentes the Board unanimously approved the Board meetings for the calendar year 2010 with two amendments: the January meeting will take place on January 25, 2010 and the March meeting will take place on March 31, 2010.

E. Establishment of Agenda Planning Calendar

On a motion made by Trustee Padberg and seconded by Trustee Milchiker the Agenda Planning Calendar was unanimously approved with the amendments to the meeting dates for January and March.

F. Approval of Agenda Format

On a motion made by Trustee Williams, seconded by Trustee Lang the Agenda format was unanimously approved with an amendment to the time for Open Session being 6:00 p.m.

G. Schedule of Discussion Topics

A motion to postpone the discussion items for tonight's Board meeting until the next Board meeting was made by Trustee Fuentes and seconded by Trustee Milchiker. Trustee Lang requested an amendment that would allow administration the flexibility to schedule discussion topics when most appropriate. Trustee Fuentes entertained a motion seconded by Trustee Milchiker and unanimously carried to

approve the schedule of discussion topics to be presented when appropriate.

H. Special Meeting of the Board of Directors, Facilities Corporation

On a motion made by Trustee Lang, seconded by Trustee Padberg and unanimously carried, the same persons holding membership on the SOCCCD Board of Trustees were elected as directors of the SOCCCD Facilities Corporation to a term of office extending until the next annual organizational meeting, and further on a motion made by Trustee Padberg, seconded by Trustee Milchiker and unanimously carried, the same officers of the SOCCCD Board of Trustees were elected to the Facilities Corporation, with Trustee Milchiker appointed Secretary and Trustee Lang appointed Treasurer. The President, Vice President, Secretary and Treasurer are elected to a term of office extending until the next annual organizational meeting.

3.0 REPORTS

3.1 Oral Reports: Speakers are limited to up to two minutes each.

A. Board Reports

Trustees Jay, Milchiker, Padberg, Fuentes and Lang gave brief reports.

B. Chancellor's Report

The Chancellor gave no report.

C. Board Requests for Report(s)

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Accreditation Reports from Saddleback College and Irvine Valley College on Accreditation.

On a motion made by Trustee Padberg, seconded by Trustee Jay and unanimously carried, this item was deferred to a time appropriate for discussion.

4.2 SOCCCD: How Districts are Planning and Adjusting to Accommodate State Budget Cuts Report on Statewide Community College Survey Results.

On a motion made by Trustee Padberg, seconded by Trustee Jay and unanimously carried, this item was deferred to a time appropriate for discussion.

5.0 CONSENT CALENDAR ITEMS All matters on the consent calendar are routine items and are to be approved in one motion unless a Board member requests separate action on a specific item, and states the compelling reason for separate action.

At the request of Trustee Padberg, Item 5.13 was pulled for separate action. On a motion made by Trustee Williams and seconded by Trustee Lang the remaining items were approved.

5.1 SOCCCD: Board of Trustees Meeting Minutes Approve minutes of a Regular Meeting held on November 17, 2009.

5.2 Saddleback College: Phi Theta Kappa 92nd International Convention Approve the out-of-state travel request for up to ten students and one faculty advisor to attend the Phi Theta Kappa 92nd International Convention in Orlando, Florida, April 7-11, 2010, at a cost not to exceed \$15,169.

5.3 Saddleback College: Substitution of Subcontractor: Communication Arts Building W Interior Renovations Approve removal of Jerry Cohen Custom Iron and its substitution by Anaheim Fence Company as subcontractor.

5.4 Saddleback College: Change Order Requests: Village Expansion Approve change order requests resulting in a decrease of \$9,982.55 in the total project cost. The revised contract total amount is \$1,064,814.91.

5.5 Saddleback College: Change Order Requests and Notice of Completion: Reroofing for Student Service Center Approve change order requests resulting in a decrease of \$33,586 and authorize the filing of the notice of completion. The revised contract total amount is \$783,914.

- 5.6 Saddleback College: Substitution of Subcontractor: Student Service Center Reroofing Project Approve the removal of Honeycutt Company and its substitution by Doo Rite Construction as subcontractor and assess a \$2,656.00 penalty to LaVey Roofing Services, Inc. for violation of Public Contract Code 4110.
- 5.7 Irvine Valley College: Child Development Training Consortium The Department of Human Development seeks to continue participation in the Child Development Training Consortium for the academic year 2009-2010 as set forth in Exhibit A. The agreement will run through June 30, 2010 with no impact on general funds.
- 5.8 Irvine Valley College: Change Order Request: B200 Science Lab Annex and B239 Conversion Approve change order resulting in an increase of \$4,713.85 in the total project cost. The total revised contract amount is \$3,757,904.17.
- 5.9 ATEP: Award of Bid: Hope Drive Parking Lot, Maintenance and Repair Approve award of bid to NPG, Inc., in the amount of \$134,160 and approve the agreement.
- 5.10 SOCCCD: Renewal of Bid: Office Supplies for 2010 Approve the renewal of contract with Office Max in the anticipated amount of \$268,768.00 for office supplies for the 2010 calendar year.
- 5.11 SOCCCD: Resolution No. 09-22: Declaring Surplus Property and Authorizing Public Lease of Property Adopt resolution declaring surplus property and authorizing public lease of property.
- 5.12 SOCCCD: Districtwide Network Firewall Refresh Approve the use of the California Multiple Award Schedule contract No. 3-09-70-2428M for the Palo Alto Networks equipment and related devices.
- 5.13 SOCCCD: Trustees' Requests for Attending Conferences Approve/ratify Trustees' requests for attending conferences.
On a motion made by Trustee Padberg and seconded by Trustee Milchiker, the first two conferences 2010 Annual Legislative Conference in Sacramento and the Association of Community College Trustees Conference in Washington, D.C. were approved unanimously.

On a motion made and seconded the 2010 National Conference on Trusteeship in Orlando, Florida was approved on a 6-1 vote with Trustee Padberg opposing.

- 5.14 Saddleback College: Speakers Approve honoraria for speakers at Saddleback College.
- 5.15 SOCCCD: Purchase Order/Confirming Requisitions Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P10-02272 through P10-02486 amounting to \$1,996,926.64 are submitted to the Board of Trustees for approval. Confirming requisitions dated October 28, 2009 through November 15, 2009 totaling \$74,910.16 are also submitted.
- 5.16 SOCCCD: Payment of Bills Approve Checks No. 086604 through 087145, processed through the Orange County Department of Education, totaling \$3,226,546.48; and Checks No. 009732 through 009736, processed through Saddleback College Community Education, totaling \$4,034.45; and Checks No. 008638 through 008641, processed through Irvine Valley College Community Education, totaling \$15,366.80.
- 5.17 SOCCCD: Transfer of Budget Appropriations Ratify transfer of budget appropriations as shown.
- 5.18 SOCCCD: Gifts to the District and Foundations Accept donations as listed.
- 5.19 SOCCCD: November/December 2009 Contracts Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 SOCCCD: Invocations at District and College Events Resolution 09-23 Adopt Resolution 09-23 regarding District policy on invocations at District and College events.
On a motion made by Trustee Jay and seconded by Trustee Williams the resolution was approved on a 5-2 vote with Trustees Lang and Milchiker opposing.

- 6.2 Saddleback College: 2010-11 Amended Faculty Request List Approve the announcement and recruitment of the replacement of the Human Services faculty positions added to the list.

On a motion made by Trustee Williams and seconded by Trustee Jay this item passed on a 7-0 vote.

- 6.3 Irvine Valley College: Full Time Temporary Faculty Positions for Spring 2010 Approve announcement and recruitment of full time temporary faculty positions for Spring 2010.

At 10:00 p.m., on a motion made by Trustee Padberg, seconded by Trustee Jay and unanimously approved the meeting was extended ten minutes.

On a motion made by Trustee Padberg and seconded by Trustee Milchiker this item was unanimously approved.

- 6.4 SOCCCD: 2011-2012 Academic Calendar Approve the proposed Academic Calendar for 2011-2012.

On a motion made by Trustee Padberg and seconded by Trustee Williams this item was unanimously approved.

- 6.5 SOCCCD: Board Policy Revision: BP-4000.1-Nondiscrimination and Equal Opportunity, BP-3340-Cellular Telephone/Smartphone Allowance, BP-5210-Enrollment Priorities, BP-5230-Athletics Accept for discussion/approval.

On a motion made by Trustee Padberg and seconded by Trustee Williams the Board Policy Revisions were accepted for discussion on a 7-0 vote.

- 6.6 SOCCCD: Academic Personnel Actions - Regular Items Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Administrator Contract Extension, Reduced Workload Program with STRS Retirement Revision, Resignation/Retirement/Conclusion of Employment.

On a motion made by Trustee Padberg, seconded by Trustee Williams and on a 7-0 vote, the question was divided and all items except for section D were approved. On a motion made by Trustee Padberg and seconded by Trustee Milchiker Item D was divided in order to vote on the Dean Math, Science and Engineering position at Irvine Valley College

separately. Vice Chancellor Bugay noted that there was an amendment to the remaining contracts that they be for one year ending on June 30, 2011. A motion made by Trustee Padberg and seconded by Trustee Milchiker to extend the administrator contracts for one year to June 30, 2011 was approved on a 6-1 vote with Trustee Fuentes opposing stating the contracts should be extended for three years. On a motion made by Trustee Padberg and seconded by Trustee Milchiker the Board authorized a one year contract for the Dean, Math, Science and Engineering at Irvine Valley College, but if agreement on such contract is not obtained by December 31, 2009, then the Chancellor, or designee, may issue notice of nonrenewal effective June 30, 2010. This motion was approved unanimously.

- 6.7 SOCCCD: Classified Personnel Actions - Regular Items Approve New Personnel Appointments, Change of Status, Voluntary Transfer, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

On a motion made by Trustee Padberg, seconded by Trustee Jay this item was unanimously approved.

- 6.8 SOCCCD: Placement of Property/Liability and Workers' Compensation Insurance Programs for the 2010-2011 Program Year Approve the recommendation to evaluate potential cost savings by alternative placement of property/liability and workers' compensation insurance programs for the next program year. Approve recommendation to provide required notice to SWACC and PIPS.

On a motion made by Trustee Padberg, seconded by Trustee Williams this item was unanimously approved.

7.0 INFORMATION ITEMS

- 7.1 SOCCCD, Saddleback College, and IVC: Speakers A listing of speakers for District events and Saddleback College and Irvine Valley College classes.
- 7.2 SOCCCD: Basic Aid Report
Projected receipts and approved projects.

- 7.3 SOCCCD: Facilities Plan Status Report Status of current construction projects.
- 7.4 SOCCCD: List of Board Requested Reports List of reports requested by members of the Board.
- 7.5 SOCCCD: Monthly Financial Status Report This report displays the adopted budget, revised budget and transactions through October 31, 2009.
- 7.4 SOCCCD: List of Board Requested Reports List of reports requested by members of the Board.
- 7.5 SOCCCD: Monthly Financial Status Report This report displays the adopted budget, revised budget and transactions through October 31, 2009.

8.0 WRITTEN REPORTS

ADJOURNMENT (or continuation of closed session if required): 10:10 P.M.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: 2010 International Debate Tour – People’s Republic of China
ACTION: Approval

BACKGROUND

Over the past decade, the Forensics Team of Irvine Valley College has taken 70 students to the PRC for debate demonstrations and competitions. The 2010 debate program will take students and coaches from Irvine Valley College to China in May-June. The program would focus on training Chinese debaters and competing in the international tournament held in China. The sponsoring organization is the International Debate Education Association (IDEA). In addition to the debating activity, a wide variety of cross-cultural opportunities will be available for student growth. Students will enhance communication skills while being involved with Chinese students in intercultural argumentation.

STATUS

PROGRAM ENROLLMENT:

A target of 12 students has been established with two coaches to accompany the team. Students and faculty have fund raised for all costs (foundation account) or will pay costs directly. No District or student government funding is requested.

PROGRAM DURATION:

May 22-June 7, 2010 (17 days) – Travel and competition would take place immediately after the spring semester and commencement ceremonies.

VENUE:

Xi’an Jiaotong University – This medium sized university with 12,000 students is located in Xi’an. The university has accommodations for foreign students. IVC has conducted several training sessions at this university. XJTU hosted the last international tournament IVC attended in 2007.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2010 International Debate Tour to the People’s Republic of China.

Item Submitted By: Dr. *Glenn R. Roquemore, President*

Summary and Itinerary

ACTIVITY: International Debate Education Association (IDEA) Debate Tournament

WHEN: May 22-June 7, 2010 (17 days)

WHERE: Shanghai, Beijing and Xi'an, China

IVC CONTACT: Professor Gary Rybold, Co-Director of Forensics
Irvine Valley College
5500 Irvine Center Dr. Irvine, CA 92618
(949) 451-5417 email: grybold@ivc.edu

Estimated maximum participants: 14

Application deadline: February 1, 2010 – Balance due March 15, 2010

Funding sources:

1. Student/coach individual contributions – International airfare would be directly paid by participants to travel agency (estimate = \$1,000 per person). No IVC requisition required.
2. Fund raising by forensics team – Funds paid out of forensics IVC foundation account (estimate = \$1047 per person)
4. In-country expenses – dinners in Shanghai and Beijing, visas (\$220)

Estimated maximum cost - \$2267 per person

Travel specifics:

5/22/10	Depart LAX
5/23-25/10	Shanghai – Touring, training/mentoring Chinese debaters
5/25/10	Transport to Xi'an – Xi'an Jiaotong University
5/26-28/10	IDEA International Debate Tournament – XJTU
5/29-6/07/10	Beijing – Touring, training/mentoring Chinese debaters
7/7/10	Depart Beijing – Arrive LAX

Irvine Valley College
Forensics Team Travel to Compete in International Tournament in China

May 22, 2010 – June 7, 2010

Participant Cost Breakdown

Approximate Costs from Foundation Account	
Package Tour 17 days	\$ 917.00
Meals & Hotels	included
Tour Admissions	included
Domestic Air/Airport Transfers	included
Tour Bus	included
Accommodations at tournament	\$ 100.00
Insurance	\$ 30.00
TOTAL	\$ 1047.00
Approximate Costs Not Included in Requisitions	
Visa	\$ 130.00
International Airfare	\$ 1000.00
Dinners in Shanghai	\$ 50.00
Dinners in Beijing	\$ 40.00
TOTAL	\$ 1220.00
GRAND TOTAL	\$ 2,267.00

Estimated Funding Breakdown:

- Fund-raising & Individual Contributions: 100%
- Staff Development/Dept Accounts: 00%
- Supplemental Allocations from Student Government Accounts from IVC: 00%

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Irvine Valley College: Curriculum Revisions for the 2010-11 Academic Year
ACTION: Approval

BACKGROUND

Irvine Valley College's Curriculum Committee and Academic Senate review and approve curriculum on a regular basis. Subsequently, the curriculum is recommended to the college president or designee for approval.

STATUS

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and the Academic Senate of Irvine Valley College for the 2010-11 academic year.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2010-11 academic year at Irvine Valley College.

IRVINE VALLEY COLLEGE
FALL 2010
CURRICULUM AND PROGRAM
REVISIONS AND DELETIONS

SCHOOL OF FINE ARTS
FINE ARTS
AA

Complete the following courses:

ART 4	Introduction to Art Theory	3
FA 27	Introduction to Fine Arts	3
MUS 180	Music Laboratory	0.5

Complete at least one of the following:

MUS 1	The Basics of Music	3
MUS 3	Harmony I	5
MUS 20	Music Appreciation	3

Complete at least one of the following:

TA 20	Theatre Appreciation: Classical Overview	3
TA 21	Theatre Appreciation: Contemporary	3

Complete at least one of the following:

PHOT/ART 1	History of Photography	3
PHOT 50	Introduction to Photography	3

Complete at least one of the following:

SP 30	Introduction to Oral Interpretation	3
SP 100	Group Dynamics and Leadership	3
	Total Units	18.5- 20.5

SCHOOL OF FINE ARTS
FINE ARTS
AA

Complete the following courses:

ART 4	Introduction to Art Theory	3
FA 27	Introduction to Fine Arts	3

Complete at least one of the following:

MUS 1	The Basics of Music	3
MUS 3	Harmony I	5
MUS 20	Music Appreciation	3

Complete at least one of the following:

TA 20	Theatre Appreciation: Classical Overview	3
TA 21	Theatre Appreciation: Contemporary	3

Complete at least one of the following:

PHOT/ART 1	History of Photography	3
PHOT 50	Introduction to Photography	3

Complete at least one of the following:

SP 30	Introduction to Oral Interpretation	3
SP 100	Group Dynamics and Leadership	3
	Total Units	18-20

IRVINE VALLEY COLLEGE
FALL 2010
CURRICULUM AND PROGRAM
REVISIONS AND DELETIONS

SCHOOL OF HUMANITIES
American History Emphasis
AA

	Units
Complete the following courses:	
WR 2 College Writing 2: Critical Thinking/ Writing	4
HIST 20 American History Through the Civil War	3
HIST 21 American History Since the Civil War	3
HIST 24 America After the Bomb: 1945 to the Present	3
HIST 33 The History of the Mexican American People	3
Complete <i>one</i> of the following courses:	
HIST 1 World Civilizations to 1500	3
HIST 2 World Civilizations Since 1500	3
HIST 10 The West and the World Through the Renaissance	3
HIST 11 The West and the World Since the Renaissance	3
Complete <i>one</i> of the following courses:	
HIST 31 Mexico from the Pre-Columbian Era to Independence	3
HIST 32 The History of Modern Mexico: Independence to the Present	3
HIST 51 Women in American History	3
TOTAL UNITS:	22

Recommended Electives:
LIT 22, 23, 24, 46; PHIL 1, 5, 10, 11; PS 1, 14, 45; RD
174; any humanities course

SCHOOL OF HUMANITIES
American History Emphasis
AA

	Units
Complete the following courses:	
HIST 20 American History Through the Civil War	3
HIST 21 American History Since the Civil War	3
WR 2 College Writing 2: Critical Thinking/ Writing	4
Complete <i>one</i> of the following courses:	
HIST 1 World Civilizations to 1500	3
HIST 2 World Civilizations Since 1500	3
HIST 10 The West and the World Through the Renaissance	3
HIST 11 The West and the World Since the Renaissance	3
Complete <i>two</i> of the following courses:	
HIST 24 America After the Bomb: 1945 to the Present	3
HIST 33 The History of the Mexican American People	3
HIST 51 Women in American History	3
JRNL 40 Mass Media and Society	3
LIT 22 American Literature to Twain	3
LIT 23 American Literature: Twain to the Present	3
PS 1 American Government	3
TOTAL UNITS:	19

Recommended Electives:
Art 133, LIT 22, 23; PHIL 1, 5, 10, 11; PS 1, 14; RD 174;
any humanities course

IRVINE VALLEY COLLEGE
FALL 2010
CURRICULUM AND PROGRAM
REVISIONS AND DELETIONS

SCHOOL OF HUMANITIES
European History Emphasis
AA

	Units
Complete the following courses:	
WR 2 College Writing 2: Critical Thinking/ Writing	4
HIST 1 World Civilizations to 1500	3
HIST 2 World Civilizations Since 1500	3
HIST 10 The West and the World Through the Renaissance	3
HIST 11 The West and the World Since the Renaissance	3

Complete <i>one</i> of the following courses:	
HIST 20 American History Through the Civil War	3
HIST 21 American History Since the Civil War	3
HIST 24 America After the Bomb: 1945 to the Present	3

Complete <i>one</i> of the following courses:	
HIST 40 The History of East Asia Before 1800	3
HIST 41 The History of East Asia Since 1800	3

TOTAL UNITS: 22

Recommended Electives:
LIT 22, 23, 24, 46; PHIL 1, 5, 10, 11; PS 1, 44, 45; RD
174; any humanities course

SCHOOL OF HUMANITIES
European History Emphasis
AA

	Units
Complete the following courses:	
HIST 1 World Civilizations to 1500	3
HIST 2 World Civilizations Since 1500	3
HIST 10 The West and the World Through the Renaissance	3
HIST 11 The West and the World Since the Renaissance	3
WR 2 College Writing 2: Critical Thinking/ Writing	4

Complete <i>one</i> of the following courses:	
HUM 2 The Culture of Ancient Greece and Rome	3
HUM 3 The Culture of Medieval and Renaissance Europe	3
HUM 22 Introduction to Judaism, Christianity, and Islam	3
PHIL 10 History of Philosophy to Descartes	3
PHIL 11 History of Philosophy from Descartes	3

TOTAL UNITS: 19

Recommended Electives:
ART 25, 26, 29, 30, 31; LIT 20, 21, 40, 41, 42, 43, 44, 46;
PHIL 1, 5, 10, 11; PS 4; RD 174; any humanities course

IRVINE VALLEY COLLEGE
FALL 2010
CURRICULUM AND PROGRAM
REVISIONS AND DELETIONS

SCHOOL OF FINE ARTS
MUSIC
AA

Complete the following courses:

First Semester:

MUS 3	Harmony I	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47		2
MUS 50, 51 or 52		0.5
MUS 54	Piano I (or proficiency exam)	2
MUS 53	Concert Music	0.5
MUS 180	Music Laboratory	.05

Second Semester

MUS 4	Harmony II	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47		2
MUS 50, 51 or 52		0.5
MUS 55	Piano II (or proficiency exam)	2
MUS 53	Concert Music	0.5
MUS 180	Music Laboratory	.05

Third Semester

MUS 5	Harmony III	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47		2
MUS 50, 51 or 52		0.5
MUS 56	Piano III (or proficiency exam)	2
MUS 53	Concert Music	0.5
MUS 180	Music Laboratory	.05

Fourth Semester

MUS 6	Harmony IV	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47		2
MUS 50, 51 or 52		0.5
MUS 57	Piano IV (or proficiency exam)	2
MUS 53	Concert Music	0.5
MUS 180	Music Laboratory	.05
Total units		34.42

SCHOOL OF FINE ARTS
MUSIC
AA

Music majors must complete at least two semesters (4 units) from Piano I, II, III, or IV at any time during their four semesters of study.

Music majors whose concentration is in keyboard must complete at least two semesters (4 units) of Piano IV at any time during their four semesters of study.

Complete 4 units from the following courses (see note above):

MUS 54	Piano I	2
MUS 55	Piano II	2
MUS 56	Piano III	2
MUS 57	Piano IV	2

Complete the following courses:

First Semester

MUS 3	Harmony I	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47 or 160	Performance Ensembles	2
MUS 50, 51 or 52	Applied Music	0.5
MUS 53	Concert Music	0.5

Second Semester

MUS 4	Harmony II	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47 or 160	Performance Ensembles	2
MUS 50, 51 or 52	Applied Music	0.5
MUS 53	Concert Music	0.5

Third Semester

MUS 5	Harmony III	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47 or 160	Performance Ensembles	2
MUS 50, 51 or 52	Applied Music	0.5
MUS 53	Concert Music	0.5

Fourth Semester

MUS 6	Harmony IV	5
MUS 34, 37, 39, 40, 41, 42, 43, 46, 47 or 160	Performance Ensembles	2
MUS 50, 51 or 52	Applied Music	0.5
MUS 53	Concert Music	0.5

Total units 36

SCHOOL	CRSD ID	CATID	TITLE	ACTION TAKEN
			KEY CODE	assign=assignments
				c/ w/+ cross-listed with (and list the other crs id)
				ce=contract education course
				co=corequisite
				crs id=course id, please list new crs id if being changed, eg crs id to BLAH 12
				dc=delete course
				desc=description
				dv=delete version of course
				hrs=hours
				lim=limitation
				lmg obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				prereq=prerequisite
				rec=recommended prep
				rpt=repeatability
				sam = sam code
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				top = TOP Code
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
Business Science	CIM 221.1	1855.10	Photoshop I	assign, desc, moe, rec, ti, tps, txt
Business Science	CIM 221.2	10389.00	Photoshop II	assign, desc, moe, rec, ti, tps, txt
Business Science	CIM 223.1	10414.00	Integrating Vector and Bitmap Images	dc
Business Science	CIM 244.1	10417.00	Web page Usability and Structure	dc
Business Science	CWE 168		Cooperative Work Experience: Paralegal Studies	nc
Business Science	LGL 201	123647.00	Introduction to Paralegal Studies and Ethics	nc
Emeritus	ACCT 432	10154.10	Structuring and Managing Investments	dv
Emeritus	ART 405	7030.10	Beginning Oil Painting	dv
Emeritus	ART 420	6880.00	Painting in Subject Area	dv
Emeritus	ART 424	10168.30	Beginning Sketching	dv
Emeritus	ART 430	10164.30	Beginning Watercolor	dv
Emeritus	ART 435	10166.30	Intermediate/Advanced Watercolor	dv
Emeritus	CT 420	7460.00	Intermediate Knitting	dv
Emeritus	ENG 435	10207.30	Film Genres	dv
Emeritus	MUS 450	10178.30	Beginnng Piano	dv
Emeritus	MUS 460	10316.30	Rehearsal and Performance: Instrumental	dv
Emeritus	MUS 480	10184.20	Choral Ensemble	dv
Emeritus	PE 400	7295.10	Aerobic Conditioning for the Mature Adult	dv
Emeritus	PE 401	10226.15	Physical Fitness	dv
Emeritus	PE 415	8440.00	Physical Fitness: Yoga	dv
Emeritus	PE 415	8440.10	Physical Fitness: Yoga	dv
Emeritus	PE 415	8440.30	Physical Fitness: Yoga	dv
Emeritus	PE 415	8440.50	Physical Fitness: Yoga	dv
Emeritus	PE 416	8410.11	Tai Chi	dv
Emeritus	PE 416	8410.50	Tai Chi	dv
Emeritus	PE 435	10236.10	Beginning Chair Exercise	dv
Emeritus	PE 435	10236.20	Beginning Chair Exercise	dv
Emeritus	PE 435	10236.30	Beginning Chair Exercise	dv
Emeritus	PE 438	10251.10	Beginning Chair Aerobics	dv
Emeritus	PE 438	10251.30	Beginning Chair Aerobics	dv
Emeritus	PE 440	10259.15	Advanced Chair Aerobics	dv
Emeritus	PE 480	10265.10	Aquatic Fitness Training	dv
Emeritus	PE 480	10265.20	Aquatic Fitness Training	dv
Emeritus	PESS 405	10279.05	Physical Fitness/Back	dv
Emeritus	TA 415	10192.30	Theatre Rehearsal and Performance	dv
Fine Arts	MUS 180	3456.00	Music Laboratory	dc
Guidance and Counseling	COUN 1	653.00	Academic Planning	crs id (formerly CSTU)
Guidance and Counseling	COUN 10	655.00	Introduction to College Study Skills	crs id (formerly CSTU)

SCHOOL	CRSD ID	CATID	TITLE	ACTION TAKEN
			KEY CODE	assign=assignments
				c/ w/+ cross-listed with (and list the other crs id)
				ce=contract education course
				co=corequisite
				crs id=course id, please list new crs id if being changed, eg crs id to BLAH 12
				dc=delete course
				desc=description
				dv=delete version of course
				hrs=hours
				lim=limitation
				lmg obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				prereq=prerequisite
				rec=recommended prep
				rpt=repeatability
				sam = sam code
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				top = TOP Code
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
Guidance and Counseling	COUN 102	675.00	Career Exploration	crs id (formerly CSTU)
Guidance and Counseling	COUN 103	660.07	Introduction to Assertion	crs id (formerly CSTU)
Guidance and Counseling	COUN 150	645.00	Helping Relationships	crs id (formerly CSTU)
Guidance and Counseling	COUN 4	630.00	Stress Management	crs id (formerly CSTU)
Humanities	HIST 31	3470.00	Mexico from Pre-Columbian Era to Independence	dc
Humanities	HIST 32	3471.00	The History of Modern Mexico	dc
Humanities	PHIL 7		World Religion	dc
Life Sciences	BIO 72	13220.10	Human Genetics and Medicine	crs id (formerly BIO 272)
Social Sciences	PSYC 3	5880.00	Physiological Psychology	desc, assign, txt
Social Sciences	PSYC 30	5895.05	Social Psychology	txt, assign, rec
Social Sciences	PSYC 5	5882.00	Psychological Aspects of Human Sexuality	desc, assign, lmg obj, txt
Social Sciences	SOC 10	6120.00	Introduction to Marriage and Family	assign, txt
Social Sciences	SOC 30	5895.10	Social Psychology	txt, assign, rec

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Irvine Valley College: Landscaping Project, Architectural Services
ACTION: Approval

BACKGROUND

On April 27, 2009, the Board of Trustees approved \$1,250,000 in basic aid for Irvine Valley College Landscaping Project adjacent to the Performing Arts and Business Sciences Innovation and Technology buildings. On August 31, 2009, the Board of Trustees ratified a contract with RJM Design Group, Inc. to develop three options with preliminary estimates.

STATUS

In October, 2009, RJM Architecture presented three proposed solutions to Irvine Valley College. Staff determined that the economy is favorable for the College to maximize their dollar and a "Great Lawn" concept was chosen (See back pages of EXHIBIT A).

Staff recommends continued use of RJM Design Group, Inc. to perform architectural services on the Irvine Valley College Great Lawn project equal to \$102,245.

Funds for these services are available in the project budget which is \$1,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the architectural agreement, EXHIBIT A, with RJM Design Group, Inc. for the Irvine Valley College Landscape Project in the amount of \$102,245.

ARCHITECTURAL SERVICES AGREEMENT – IVC LANDSCAPING PROJECT

This AGREEMENT is made and entered into this 2nd day of December in the year 2009, between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **RJM Design Group, Inc.** 31591 Camino Capistrano, San Juan Capistrano, California, 92675, a landscape architect hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain landscape architectural services for Irvine Valley College Landscape Improvements, hereinafter referred to as "PROJECT" located at 5500 Irvine Center Drive, Irvine, CA 92618 in the DISTRICT; and

WHEREAS, ARCHITECT is fully licensed to provide landscape architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The services covered by this AGREEMENT shall be completed within 18 months of the date of this AGREEMENT.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's landscape services consist of those described in Article II and further delineated in Exhibit A, and include normal civil, electrical and landscape engineering services and any other engineering services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.

2. Summary project detail includes services for design to provide import soil, perimeter pedestrian walkways, lighting, landscape and irrigation at the existing open space to the south and east of the existing Performing Arts Center. The scope shall provide for construction documents necessary for the installation of improvements indicated on the Preliminary plan for the project area dated November 25, 2009, and attached here as Exhibit C.

3. The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. The ARCHITECT shall designate Craig Sensenbach as Project Architect. So long as his performance continues to be acceptable to the DISTRICT, the named individual(s) shall remain in charge of the Project. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT's firm that will be associated with the Project.

If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.

4. The ARCHITECT has ascertained the DISTRICT's needs and the requirements of the PROJECT and has arrived at a mutual written understanding of such needs and requirements with the DISTRICT, see attachment A-Preliminary Plan.

5. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article V.

6. The ARCHITECT has submit qualified engineers for the PROJECT as identified in Exhibit "B". ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement.

7. The ARCHITECT has investigated existing conditions or facilities and will make measured drawings of such conditions or facilities as needed.

8. Based on the approved Preliminary design documents, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT. The ARCHITECT shall include necessary preliminary review(s) with the Division of the State Architect so as to minimize back check comments.

9. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. The DISTRICT shall pay all fees required by such governmental authorities.

10. The ARCHITECT shall modify documents per redline requirements of the governmental authorities having jurisdiction over the PROJECT and adjust cost estimate accordingly.

11. The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of irrigation systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.

12. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.

13. If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.

14. The ARCHITECT's responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.

15. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall coordinate construction performed by separate contractors or by the DISTRICT's own employees.

16. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

17. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.

18. The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of his/her on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.

19. The ARCHITECT shall have access to the work at all times.

20. The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site as provided in this document, that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.

21. The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.

22. The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. The ARCHITECT will review, recommend modifications or accept as is, the allowable durations for submittal reviews identified within the DISTRICT's general conditions. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.

23. The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. The ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

24. The ARCHITECT shall inspect the PROJECT to determine the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written

warranties and related documents required by the construction contract and approve a final certificate for payment upon compliance with the requirements of the construction contract.

25. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.

26. ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting there from. No substitutions shall be approved without the consent of the DISTRICT.

27. The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the construction contract.

28. The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.

29. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT.

ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES

1. The ARCHITECT shall be given additional compensation for the services described in Article III.

2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article V, paragraph 10.
- c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with excessive change orders required by causes beyond the control of the ARCHITECT.
- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- f. Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
- h. Providing assistance in the utilization of equipment or systems such as testing, adjusting, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- i. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.

j. Providing services of consultants for other than landscaping, civil and electrical engineering portions of the PROJECT.

k. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in paragraph 17 of Article II. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

2. The DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost.

3. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.

4. The DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT.

5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the

construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

6. The area has been modified since the original topographic survey information with the inclusion of some import soil. If an additional survey is necessary, the ARCHITECT shall notify the DISTRICT of this need.

ARTICLE V - COST OF CONSTRUCTION

1. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.

2. During the Construction Document phase, construction cost shall be determined by the DISTRICT's budget for the PROJECT.

3. During the bidding phase, construction cost shall be determined by the lowest responsible bid.

4. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.

5. Construction cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT.

6. The ARCHITECT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.

7. A fixed limit of construction cost shall be established at the completion of design development documents as a condition of this AGREEMENT. The ARCHITECT shall furnish a proposal to establish the construction cost and obtain DISTRICT agreement in writing before commencing with the Construction Document phase.

8. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

9. If the lowest bid received exceeds the fixed limit of construction cost (adjusted as provided in paragraph 8), the DISTRICT shall:

- a. give written approval of an increase of such fixed limit;
- b. authorize rebidding of the PROJECT within a reasonable time;
- c. if the PROJECT is abandoned, terminate it in accordance with Article VII, paragraph 3; or
- d. cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

10. If the DISTRICT chooses to proceed under paragraph 9(d), the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

ARTICLE VI – ARCHITECTS DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any

reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the drawings, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT. However, any use or reuse of such documents for a purpose other than that intended by this AGREEMENT shall be at the sole risk of the DISTRICT.

The ARCHITECT shall perform the work under this agreement using a universally accepted CADD software and shall deliver electronic copy via CD or DVD in both the software format and PDF format upon submittal to the Division of the State Architect and upon completion of the as-built requirement. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.

ARTICLE VII – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

2. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services.

3. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

5. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

6. The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.

7. In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT's failure to perform as provided in the AGREEMENT.

ARTICLE VIII - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. For ARCHITECT services, as described in Article II, compensation shall be computed as follows:

Compensation is based on a fixed fee of \$102,245. Progress payments for ARCHITECT services in each phase shall be as follows:

Construction Documents Phase:	\$68,455
Bidding Phase:	\$ 6,540
Construction Phase:	\$11,250

Close Out Phase: \$ 8,500

Reimbursable expense allowance \$ 7,500

2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.

3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.

4. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time at the site of the PROJECT.

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: at standard hourly rates and per approved change order to ARCHITECT's agreement.

6. Reimbursable Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project.
- b. Reimbursable expenses shall be expense of transportation in connection with the Project including expenses in connection with authorized out-of-town travel; long-distance communications; and

fees paid for securing approval of authorities having jurisdiction over the Project. ARCHITECT's normal travel expense to and from the jobsite and meals are excluded.

- c. Pre approved expense of reproductions, except those needed for the use of the ARCHITECT and his or her consultants or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT's Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.
- g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the ARCHITECT for such services.

ARTICLE IX – INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold DISTRICT entirely harmless from all liability arising out of:

- a. any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT including a waiver of subrogation; and

- b. any and all claims for damages costs and/or charges caused by ARCHITECT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of ARCHITECT's consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation reasonable attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

- c. Regarding the defense of any claim embraced by Architect's indemnity, each indemnitee shall control its own defense and at the time of claim resolution Architect will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to Architect's negligence and to the extent covered by Architect's liability insurance.

2. ARCHITECT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Statutory workers' compensation and employers' liability.

- b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
 - i. owned, non-owned and hired vehicles;

- ii. blanket contractual;
 - iii. broad form property damage;
 - iv. products/completed operations; and
 - v. personal injury.
- c. Professional liability insurance, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph with the same minimum limit for the ARCHITECT per occurrence with each subcontractor.
- d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation or ten (10) days notice due to non-payment of premium; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE X - MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

2. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.

3. Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

5. No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

6. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with

respect to the terms of this AGREEMENT. Neither DISTRICT nor ARCHITECT shall assign this AGREEMENT without the written consent of the other.

7. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that apply now and up to receiving the Division of the State Architect stamped approval, and are applicable to ARCHITECT ARCHITECT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

8. ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

9. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

10. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

12. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will

nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

13. Communications between the parties shall be sent to the following addresses:

DISTRICT

South Orange County Community College
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attn: Brandye K. D'Lena

ARCHITECT

RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675

Attn: Craig Sensenbach

14. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT. This AGREEMENT entered into as of the day and year first written above.

DISTRICT

South Orange County Community
College District

ARCHITECT

RJM Design Group, Inc.

Gary Poertner, Vice Chancellor

Robert J. Muetting, RLA, AIA, LEED AP

(Printed name)

(Printed name)

(Date)

(Date)

(Taxpayer number)

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over construction and coordinate with and implement the requirements of the regulatory agencies, i.e.: DSA Structural Safety, State Fire Marshal, Water District, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the Project including: landscape architects, civil and electrical engineers, licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this Agreement.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.
4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project.
5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings.

6. Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to ARCHITECT pursuant to this Agreement and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary.

7. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

8. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.

9. Develop a grading and drainage plan and a site plan from information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

10. ARCHITECT to confirm and document the location of visible existing utility lines, telephone, water and sewage, etc., within the limits of the PROJECT. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing project utilities.

11. ARCHITECT to develop a base map for the PROJECT area including the location of all underground utility lines for review and approval by the DISTRICT.

12. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall project documentation.

13. ARCHITECT is not responsible for:

- a. Ground contamination or hazardous material analysis
- b. Any asbestos testing, design or abatement
- c. Environmental impact report
- d. Historical significance report
- e. Soils investigation
- f. Geotechnical hazard report
- g. Topographic survey

14. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

B. DESIGN SERVICES

CONSTRUCTION DOCUMENTS

ARCHITECT shall prepare, from the Preliminary Plans approved by the DISTRICT, Construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities and consisting of the following:

1. General:
 - a. Review Record information:
 - i. All pertinent information

ii. As-builts: digital including above and below grade improvements in project area , utility and in-progress design drawings

b. Develop base maps for the project area.

i. Provide for import soil configured to low profile bowl

ii. Perimeter landscaping with exterior pathway lighting

iii. Electrical for projector needs

iv. District to approve before moving forward

2. Landscape:

a. Coordination of hardscape, seating, landscape planting, ground cover and irrigation main distribution lines.

b. Site plan developed to show location of improvements, all topographical elements and existing/proposed contour lines.

c. Elevations (exterior and interior), sections and site plans corrected to reflect design development review comments.

d. Details and large blow-ups

e. Site utility plans

f. Irrigation schedules, details and identification

i. Irrigation system design will utilize existing improvements (controller station, mainline alignment, etc.) to the extent possible. Bid alternate for irrigation at southwestern

portion of the site identified in the programming phase as “non-irrigated hydro seed”.

- g. Planting schedule and details including canopy trees, shrubs, groundcover and hydro-seed. Identify species for DISTRICT review.
 - h. Legend showing all symbols used on drawings
 - i. Technical specifications indicating quality level and manufacturer.
3. Electrical:
- a. Provide pedestrian lighting fixtures locations, schedules showing types and quantities of fixtures to be used, including proposed lighting levels for PROJECT.
 - b. Complete electrical distribution including a one line diagram indicating final location of controls; (high and low voltage) panels, and transformers, if required.
 - c. Lighting, power, signal and plans for switching and controls. Fixture schedule and lighting details.
 - d. Distribution information on all power consuming equipment; lighting and device branch wiring. 20% spares must be included per new panel if applicable.
 - e. All electrical equipment schedules
 - f. Legend showing all symbols used on drawings.
 - g. Technical specifications indicating quality level and manufacturer.

4. Civil:
 - a. Provide on-site services to identify specific 'join' elevations at existing walks.
 - b. Prepare precise grading plan including site elevations and gradients for all improvements.
 - c. Prepare earthwork quantities and calculations including remedial and final grading quantities, bulking and shrinkage as recommended by the soils engineer.
 - d. Prepare drain plan including points of connection , runs, pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
 - e. Prepare on-site area drain plan for nuisance flows.
 - f. Prepare erosion control plan
 - g. Utility relocation plan (water and sewer)
 - h. Prepare digital horizontal control plan
 - i. Legend showing all symbols used on drawings
 - j. Technical specifications indicating quality level and manufacturer.
5. Front End Specifications and General Conditions:
 - a. DISTRICT to provide bidding documents, general condition specification and supplementary conditions deemed necessary through coordination efforts with the ARCHITECT.

normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

b. Meeting(s) with the Division of the State Architect for preliminary review(s) will take place as necessary to reduce the need for back check comments. Decisions which shall be documented by the ARCHITECT and provided to the DISTRICT in draft format for review and approved by the DISTRICT shall be binding. Agreements with the Division of the State Architect (DSA) shall be forwarded to them for written agreement.

DELIVERABLES

3 - Sets of Drawings from all professional disciplines to deliver this portion of the project:

Description	Sheet
Title Sheet	1
Precise Grading Plan and Details	3
Bid Alternate Precise Grading Plan	1
Utility Relocation Plan (water and sewer)	1
Horizontal Control plan	1
Electrical Plan and Details	2
Erosion Control Plan	1
Irrigation Plan and Details	3
Bid Alternate Irrigation Plan	1
Planting Plan and Details	2
Bid Alternate Planting Plan	1
Total	17

3 - Outline Specifications

3 - Probable Cost

Electronic files of above three items listed above

- 2 - All DSA correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ARCHITECT incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S work shall consist of the following:

1. Drawings: All drawings with ARCHITECT/sub-consultant's State license stamp and DSA stamp.
2. Specifications: Original technical specifications on reproducible masters or CD/DVD format if acceptable to DISTRICT'S reprographics firm in CSI format.
3. Completely coordinated sub-consultant's work.

DELIVERABLES

Copies:

- 4 - copies of the working drawings, specifications, probable costs and 4 sets of equipment cut sheets. Electronic copy in CADD/Word/Excel (as applicable) and pdf of all three items.
- 2 - Statements of requirements for testing and inspection of service for compliance with construction documents and applicable codes.
- 2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).

2 - A statement at review indicating any authorized changes made to the program from the Design Development submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for DISTRICT review.

BIDDING PHASE

1. The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. The DISTRICT shall provide bidding documents and general conditions for coordination into the ARCHITECTS document. DISTRICT and ARCHITECT shall determine the need for supplemental conditions and additional Division One documents jointly. ARCHITECT will provide complete bid package to DISTRICT reprographics firm for reproduction and distribution at bid time. DISTRICT will prepare and submit required advertisement. ARCHITECT will assist with the marketing of this PROJECT by notifying contractors they have worked with successfully in the past of the project scope and bid date.
2. In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.
3. Attend pre-bid conference and bid opening

CONSTRUCTION ADMINISTRATION PHASE

The ARCHITECT'S responsibility to provide basic services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction.

- a. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.
- b. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this Agreement upon Board of Trustees approval for award of construction bid.
- c. The ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders. Time frames shall be in accordance with those specified in the general conditions for the contractor's contract.
- d. During the course of construction, all Requests for Information/ Clarification must be responded to in a most expeditious manner and in accordance with the contractor's general conditions so as not to impact and delay the construction progress.
- e. All changes impacting scope, schedule or budget to the PROJECT design must be approved by the DISTRICT prior to submission to contractor.
- f. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT'S responsibilities, shall be considered extra services.

g. ARCHITECT shall schedule a number equal to the number of anticipated weeks in construction for visits to the job site to review the construction progress of the Project and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify the Contract Documents and to monitor the progress of the Project.

i. DISTRICT and ARCHITECT will jointly conduct a pre-construction conference including information on the PROJECT's general and specific requirements. Attendees will include representatives from the DISTRICT, the ARCHITECT, the ARCHITECT's consultants, the DSA Inspector of Record, the Labor Compliance officer, the contractor and all subcontractors.

ii. While the ARCHITECT will work in a joint effort with the Division of the State Architect's inspector, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.

h. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.

i. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor's submittal for completeness and submit to DISTRICT.

j. ARCHITECT provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

k. ARCHITECT shall also provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/ develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.

CLOSE OUT PHASE

1. The ARCHITECT shall organize and conduct a final walk through and PROJECT review upon notification by the contractor that all work is complete. A final punch list for all required corrections and remaining work shall be prepared and published. A second walk through will confirm work as complete at which time the ARCHITECT will recommend a Final Notice of Completion be filed by the DISTRICT.

2. ARCHITECT shall be responsible to provide all necessary documentation to the Division of the State Architect in order to obtain PROJECT close out and PROJECT certification memorialized by a letter issued by DSA certifying that the building project has been completed in accordance with the requirements as to the safety of design and construction pursuant to Education Code Sections 17280-17316 and 81130-81147.

EXHIBIT "B"

BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the Project.

<u>Landscape Architectural: RJM Design Group, Inc</u>	<u>Fee Per Hour</u>
Principal Landscape Architects	\$145-165
Associate Landscape Architects	\$130-140
Landscape Architects/Project Manager	\$115-125
Job Captain/Landscape Designer	\$100-110
CADD Technician	\$ 85 - 95
Draftsperson	\$ 70 - 80
Word Processor	\$ 55 - 65

Civil Engineers: MCE Consultants **

Principal Engineer	\$160
Project Manager	\$120
Project Surveyor	\$120
Project Engineer	\$100
Design Engineers	\$ 90
Draftsperson	\$ 70
Project Assistant	\$ 50
3 Person Survey Crew	\$260
2 Person Survey Crew	\$210
Expert Witness	\$250

Water Engineers: Water Concern **

Principal	\$125
CADD Technician	\$ 95

Electrical Engineers: Konsortium I **

Principal	\$160
Project Engineer	\$130
Project Associate	\$120
Project Manager	\$110
Designer	\$ 90
CADD Drafting	\$ 70
Clerical	\$ 55

Structural Engineer: ADS Consulting Engineers

Principal	\$150
Project Engineer	\$130
CAD Operator/Drafter	\$ 75
Technical Typing and Reproduction	\$ 65
Site Visit	\$130

** Total fees may be adjusted by a multiple of 1.1 for billing purposes

Hourly rates may be escalated each August 1st in accordance with any increase in the Consumer's Price Index beginning August 1, 2010.

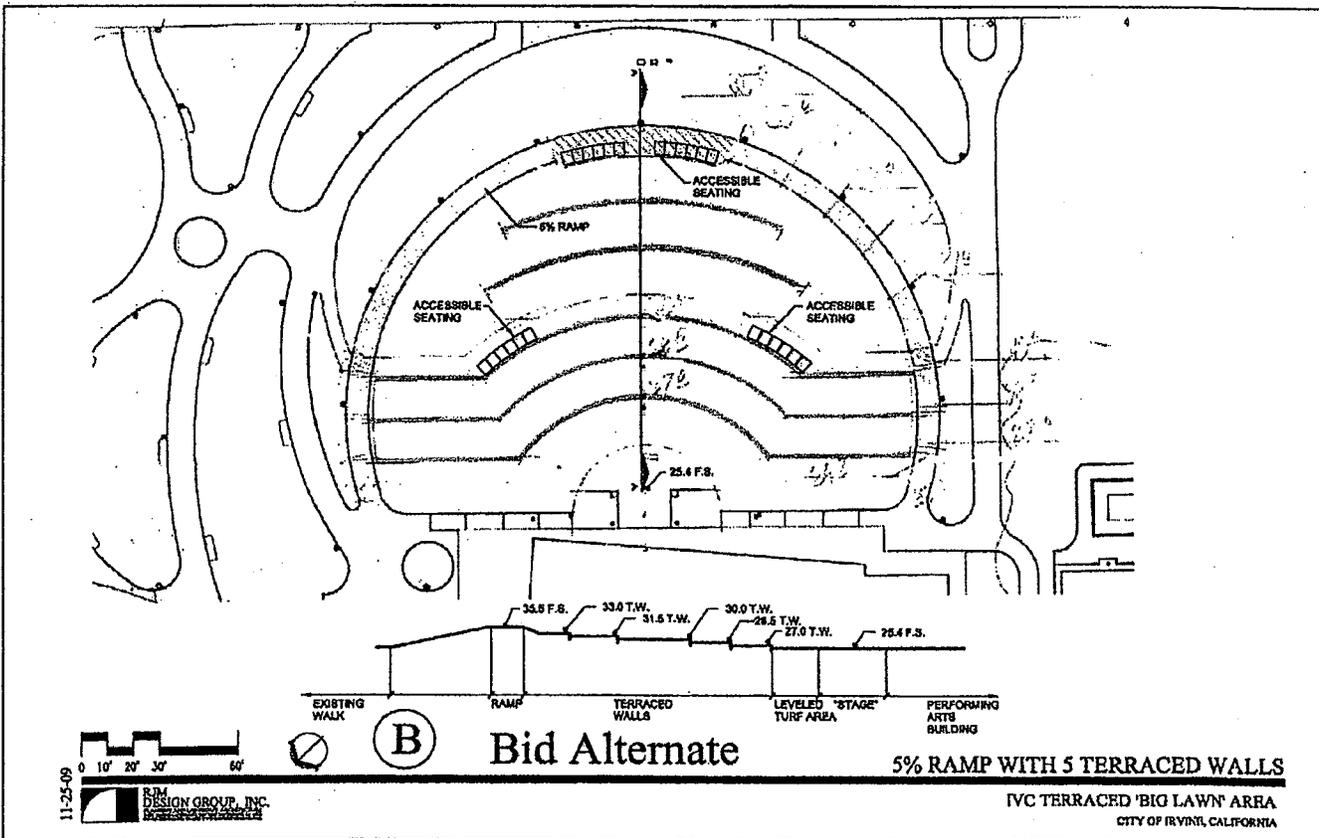
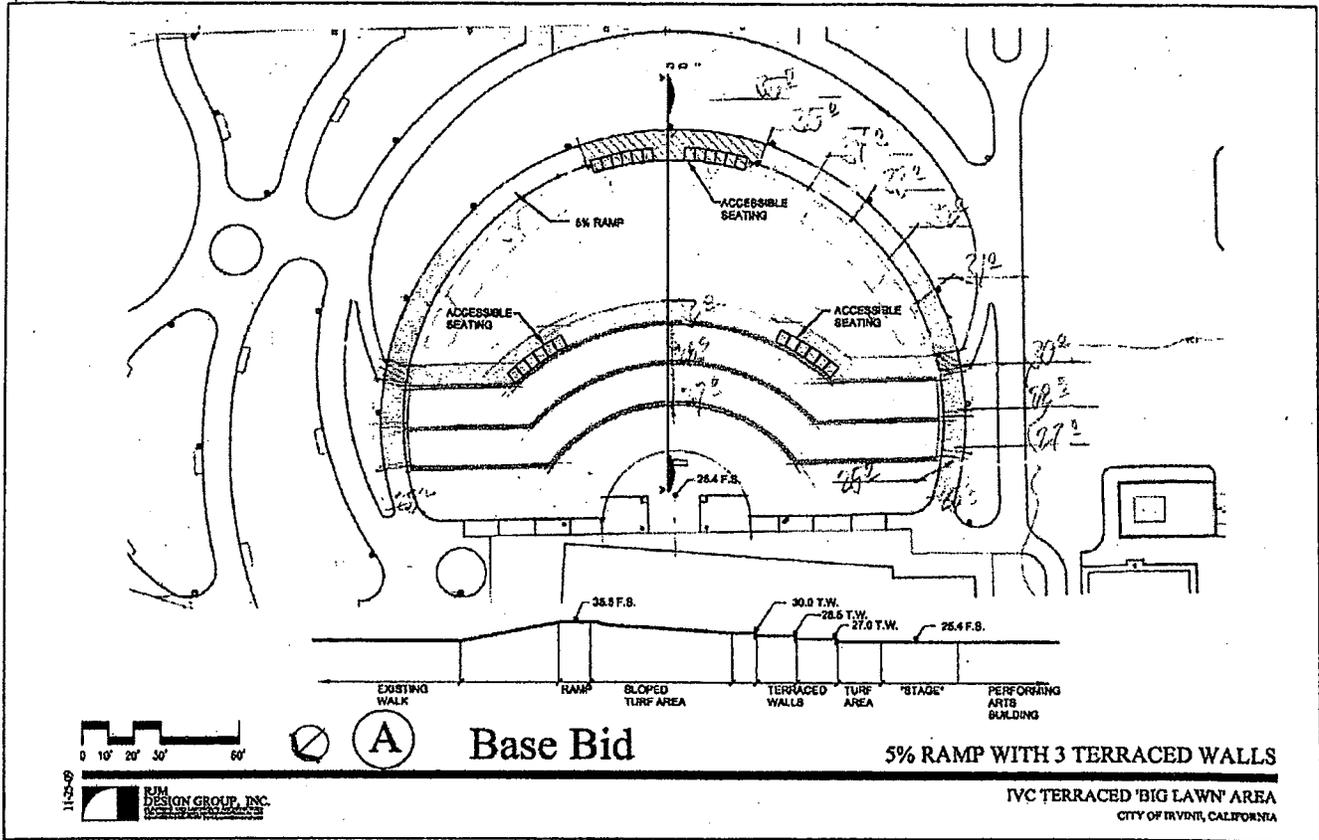
All provisions for fee escalation pertain to all contract extensions and additional work.



EXHIBIT C

Preliminary Plans

11-25-2009



TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Irvine Valley College: Donation of Surplus Equipment
ACTION: Approval

BACKGROUND

Irvine Valley College has identified 200 17" Dell flat panels from the Information Technology department for surplus.

Education Code 81450.5 allows for the provision of donating property if three criteria are met:

(a) district determines that the property is not required for school purposes, that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for school use.

(b) The property is exchanged with, or sold or donated to, a school district, community college district, or other public entity that has had an opportunity to examine the property proposed to be exchanged, sold, or donated.

(c) The receipt of the property by a school district or community college district would not be inconsistent with any applicable district wide or school site technology plan of the recipient district.

Education Code 81452 states: (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

STATUS

The Tustin Unified School District has expressed a desire for the 200 17" Dell flat panels.

All criteria for the donation have been met and staff recommends the donation of this equipment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the donation of the 200 17" flat panels to Tustin Unified School District.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Student Nurse Organization: Faculty and Student Travel
ACTION: Approval

BACKGROUND

The Saddleback College Nursing Program is committed to providing high quality education and a full range of intellectual activities for the students. CNSA (California Nursing Students Association) and NSNA (National Student Nurses Association) are organizations which mentor the professional development of future nurses and facilitate their entrance into the profession by providing educational resources, leadership opportunities, and career guidance. Saddleback College has made a commitment through the years to support activities that enhance effective student leadership. For this activity the student nurses will be participating in leadership activities on a national level.

STATUS

The (NSNA) National Student Nurses Association's 58th Annual Conference will take place in Lake Buena Vista, Florida. The convention includes programs that specifically explore specialty nursing areas and career issues for nursing students. The students will have the opportunity to hear and discuss health care issues and trends; obtain assistance to pass the NCLEX-RN Exam; obtain information about graduate school opportunities; meet with representatives from health care; and learn how to become more involved with health care issues on a local, state, and national level.

In addition the students will be involved in learning more about the Breakthrough to Nursing Project which helps to mentor prospective nursing students, as well as, promote more visibility of nursing students in the community. The conference will also assist in further enhancing their self confidence to meet the expectations and challenges in the world of the profession of nursing.

A group of twenty students are planning to attend and will be accompanied by one-two Faculty Advisors for the Saddleback College Chapter of the California Nursing Student Association (CNSA). The dates of this convention are April 6-12, 2010. Funds for the convention have been approved by the Associated Student Government through the Associated Student body budget and the Foundation in an amount not to exceed \$27,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve NSNA Conference attendance in Lake Buena Vista, Florida for one to two Faculty Advisors and twenty nursing students in an amount not to exceed \$27,000.

Item Submitted By: *Dr. Tod A. Burnett, President*

EXHIBIT A

1 of 1

Projected expenditures for Faculty & Student Travel for NSNA National Convention

		TOTAL
Airfare	20 x \$650	\$13,000.00
Convention Registration	20 X \$120	\$2,400.00
Lodging	\$200/night x 6 rooms x 6 days	\$7,200.00
Miscellaneous Food: \$26/day/person		\$2,600.00
		\$27,000.00

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with R2A Architecture
ACTION: Approval

BACKGROUND

On November 18, 2008, the Board of Trustees approved an agreement with R2A Architecture to provide architectural services for the Village Expansion project at Saddleback College for a fee of \$165,000. The agreement was amended by Board action on February 23, 2009, increasing the fee to \$245,080.00.

The construction subcontractor, MJ Contractors, Inc., has walked off the job and the contract has been taken over by the surety, International Fidelity Insurance Company.

STATUS

The scope of services has been increased to include the following: 1) Modify design to include increased drainage improvements and added parking for maintenance vehicles, 2) Coordinate stockpile building change through DSA and; 3) Construction administration efforts extended to March 12, 2010.

The Architect has requested an additional \$19,938 for a total contract amount of \$265,018. EXHIBIT A is Amendment No. 2 to the agreement that incorporates these changes.

District staff will negotiate for the compensation of these fees during the settlement with the surety.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2, EXHIBIT A, to the Architectural Services agreement with R2A Architecture for the Village Expansion project increasing the fee in the amount of \$19,938. The total revised contract amount is \$265,018.00.

**AMENDMENT NO. 2
TO ARCHITECTURAL SERVICES AGREEMENT
FOR VILLAGE EXPANSION PROJECT
AT
SADDLEBACK COLLEGE**

January 25, 2010

THIS AMENDMENT shall modify the original agreement dated November 18, 2008, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and R2A Architecture, 2900 Bristol Street Suite E-205, Costa Mesa, CA 92626, hereinafter referred to as "CONSULTANT."

WHEREAS, Article III, paragraph 2 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, the scope of services has been increased to include the following: 1) Modify design to include increased drainage improvements and added parking for maintenance vehicles, 2) Coordinate stockpile building change through DSA and 3) Construction administration efforts extended to March 12, 2010; and

WHEREAS, this additional scope requires increased services by the "CONSULTANT"; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

MODIFICATION TO THE ORIGINAL FEE OF \$165,000 PLUS AMENDMENT NO. 1 FOR THE AMOUNT OF \$80,080 BASED ON THE FOLLOWING CHANGES:

1. Modify design to include increased drainage improvements and added parking for maintenance vehicles	4,768
2. Coordinate stockpile building change through DSA	4,280
3. Construction administration efforts extended from December 17, 2009, to March 12, 2010	<u>10,890</u>
Total this Amendment	\$19,938
For a total contract amount of	\$265,018

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

“DISTRICT”

South Orange County Community College District

“CONSULTANT”

R2A Architects

By: _____
Gary Poertner

Title: Deputy Chancellor

Date: _____

By: _____

Title: _____

Date: _____

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with Sandy Pringle Associates, Inspection Consultants, Inc.

ACTION: Approval

BACKGROUND

On March 24, 2009, the Board of Trustees approved a purchase order with Sandy Pringle Associates, Inspection Consultants, Inc. to provide Division of the State Architect Inspector of Record services for the Village Expansion project at Saddleback College for a fee of \$83,000.

The construction subcontractor, MJ Contractors, Inc., has walked off the job and the contract has been taken over by the surety, International Fidelity Insurance Company.

STATUS

The scope of services has been increased to include inspection services extended through March, 2010.

The Inspection firm has requested an additional \$35,535 for a total amount of \$118,535.

District staff will negotiate for the compensation of these fees during the settlement with the surety.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase order increase for inspection services with Sandy Pringle Associates, Inspection Consultants, Inc. for the Village Expansion project increasing the fee in the amount of \$35,535. The total revised purchase order amount is \$118,535.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Village Expansion Project: Amendment to Increase Contract Services with gkkworks
ACTION: Approval

BACKGROUND

On May 26, 2009, the Board of Trustees approved an agreement with gkkworks to provide Construction Management services for the Village Expansion project at Saddleback College for a fee of \$160,470.

The construction subcontractor, MJ Contractors, Inc., has walked off the job and the contract has been taken over by the surety, International Fidelity Insurance Company.

STATUS

The scope of services has been increased to include construction management efforts extended through March, 2010.

The Construction Manager has requested an additional \$78,090 for a total contract amount of \$238,560. EXHIBIT A is Amendment No. 2 to the agreement that incorporates these changes.

District staff will negotiate for the compensation of these fees during the settlement with the surety.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2, EXHIBIT A, to the Construction Management Services agreement with gkkworks for the Village Expansion project increasing the fee in the amount of \$78,090. The total revised contract amount is \$238,560.

**AMENDMENT NO. 2
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR VILLAGE EXPANSION PROJECT
AT
SADDLEBACK COLLEGE**

January 25, 2010

THIS AMENDMENT shall modify the original agreement dated June 1, 2009, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and gkkworks, 2355 Main Street Suite 220, Irvine, CA 92614, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 6.3, of the original agreement establishes that if the duration of the contract is extended, CONSULTANT shall be entitled to additional services; and

WHEREAS, the scope of duration has been extended from December 17, 2009 to March 12, 2010; and

WHEREAS, this additional scope requires increased services by the "CONSULTANT"; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

MODIFICATION TO THE ORIGINAL FEE OF \$160,470 BASED ON THE FOLLOWING CHANGES

1. Duration has been extended from	78,090
December 17, 2009 to March 12, 2010	
Total this Amendment	\$78,090
For a total contract amount of	\$238,560.

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
gkkworks

By: _____
Gary Poertner

By: _____

Title: Deputy Chancellor

Title: _____

Date: _____

Date: _____

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Change Order Requests: Village Expansion
ACTION: Approval

BACKGROUND

On January 20, April 27, and June 22, 2009, the Board of Trustees approved funding from basic aid for the Saddleback College Village Expansion project. The Board of Trustees approved a contract with MJ Contractors for site improvements at the Village Expansion area in the amount of \$1,050,000 on May 26, 2009. Previously approved change orders increased the amount by \$14,814.91 for a revised contract amount of \$1,064,814.91.

The construction contractor, MJ Contractors, Inc., has walked off the job and the contract has been taken over by the surety, International Fidelity Insurance Company.

STATUS

Exhibit A describes the required modifications contained in Change Order Requests (COR) numbers 7, 15, & 22. Approval of this COR will result in a decrease of \$48,857.57 in the total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval of this COR will bring the revised total contract amount to \$1,016,227.34.

Funds are available within the approved project budget which is \$4,315,675. Other costs covered by this project budget include architectural fees, inspections, testing, buildings and equipment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request numbers 7, 15, & 22 for the Saddleback College Village Expansion project as described in EXHIBIT A and authorize staff to execute the corresponding change orders with the contractor which will result in a decrease of \$48,857.57 in the total project cost. The revised contract total amount is \$1,016,227.34.

Item Submitted By: *Gary L. Poertner, Deputy Chancellor*

Saddleback College Portable Village Additions Project
Change Order No. 4
Bid No.1089

EXHIBIT A

January 25, 2010

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR	ADDRESS	CONTRACT AMOUNT	Previously Approved COR's	BCO #4 COR Total	REVISED CONTRACT AMOUNT
1089	General Contractor	MJ Contractors, Inc.	9 Orchard Rd, Ste.106 Lake Forest, CA 92630	\$1,050,000.00	\$14,814.91	-\$48,587.57	\$1,016,227.34
		TOTAL		1,050,000.00			1,016,227.34

COR No.	Date	Description	Requested	Status	Amount
7	7/24/2009	Electrical equipment manufacturer change (to General Electric)	by college/district	reviewed	\$6,000.00
15	12/8/2009	Irrigation line work	by architect	reviewed	\$3,049.43
22	12/2/2009	Direct purchase of electrical gear by SOCCCD with correlating deduct from project contract	college/district	reviewed	(\$57,637.00)

TOTAL THESE CHANGE ORDER REQUESTS

-\$48,587.57

EXHIBIT A
Page 1 of 1

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Speakers
ACTION: Approval

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at any college and/or ATEP since the last board meeting. Travel expenses and/or honoraria for speakers must be recommended by the Chancellor, College President, or ATEP Provost and submitted to the Board prior to reimbursement of travel expenses or payment of honoraria.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the general fund honoraria as shown in Exhibit A.

Item Submitted By: *Dr. Tod A. Burnett, President*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
2/5/10	Distinguished Emeritus Guest Lecture Series	Dr. Helen Domon	The Book: From the Bible to the 21 st Century	\$100.00
2/19/10	Distinguished Emeritus Guest Lecture Series	Dr. Vincent Olivieri	Using your Ears to Think	\$100.00
2/26/10	Distinguished Emeritus Guest Lecture Series	Dr. Priya Ranjan, PhD	Global Poverty & Child Labor	\$100.00
3/5/10	Distinguished Emeritus Guest Lecture Series	Dr. Ian Harris	Practical Computer Security	\$100.00
3/12/10	Distinguished Emeritus Guest Lecture Series	Dr. Hannah K. Harrington	What's New in the Dead Sea Scrolls?	\$100.00
3/26/10	Distinguished Emeritus Guest Lecture Series	Dr. Don Schoendorfer	Free Wheel Chair Mission	\$100.00
4/2/10	Distinguished Emeritus Guest Lecture Series	Dr. Lisa A. Hall MacLeod	The American Experience	\$100.00
4/9/10	Distinguished Emeritus Guest Lecture Series	Dr. Michael Golden	Intro to World Music	\$100.00
4/16/10	Distinguished Emeritus Guest Lecture Series	John Kuri	Motion Pictures: From Pitch to Pop corn – How the Magic Happens	\$100.00
4/23/10	Distinguished Emeritus Guest Lecture Series	Dr. Gate Christoffersen	U.S. Chinese Relations	\$100.00
4/30/10	Distinguished Emeritus Guest Lecture Series	Prof. Peggy Maradudin	Russia Today – The History Behind the News	\$100.00
5/7/10	Distinguished Emeritus Guest Lecture Series	Dr. Dana Aswad	Nature versus Nature	\$100.00
5/14/10	Distinguished Emeritus Guest Lecture Series	Prof. Shamim Choudhury	A World without Nuclear Weapons	\$100.00

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Donation of Surplus Equipment
ACTION: Approval

BACKGROUND

Saddleback College has identified a Panasonic camcorder from the Communication Arts departments for surplus.

Education Code 81450.5 allows for the provision of donating property if three criteria are met:

(a) district determines that the property is not required for school purposes, that it should be disposed of for the purpose of replacement, or that it is unsatisfactory or not suitable for school use.

(b) The property is exchanged with, or sold or donated to, a school district, community college district, or other public entity that has had an opportunity to examine the property proposed to be exchanged, sold, or donated.

(c) The receipt of the property by a school district or community college district would not be inconsistent with any applicable district wide or school site technology plan of the recipient district.

Education Code 81452 states: (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

STATUS

The Rancho Santa Margarita Middle School has expressed a desire for a Panasonic camcorder, HVX200APJ.

All criteria for the donation have been met and staff recommends the donation of this equipment.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the donation of the Panasonic camcorder, HVX200APJ to Rancho Santa Margarita Middle School.

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: Saddleback College: Acceptance of Highest Bid for Leasing of Property and Delegation of Authority to Negotiate Final Lease Agreement

ACTION: Acceptance/Approval

BACKGROUND

At its December 7, 2009, public meeting, the Board of Trustees approved a resolution declaring its intent to lease certain portions of the Saddleback College campus and directed that bids be accepted for this purpose.

STATUS

As the final step in the lease of a portion of the District's property located at 28000 Marguerite Parkway, Mission Viejo, CA 92692 (the "Property"), the District conducted a public auction for the lease of the Property on January 19, 2010, pursuant to Education Code section 81365. Staff recommends, that the Board approve the highest bid received (or selected bid in the case only counteroffers are received) for the Property obtained at the public auction. Furthermore, Staff recommends that the Board delegate authority to the Chancellor, or his designee, to negotiate the final lease agreement with the highest bidder or selected bidder.

RECOMMENDATION

The Chancellor recommends that the board accept the bid ranking and/or listing for the Property (EXHIBIT A to be hand carried), as well as the highest bid for the Property (or selected bid in the case only counteroffers were received) and approve a delegation of authority to the Chancellor, or his designee, to negotiate the final lease agreement with the successful bidder.

South Orange County Community College District
Saddleback College Leasing of Property Open Hearing Results
January 25, 2010

Proposers	Monthly Payment	Annual Rent	Duration	Improvements/ Maintenance
District Requested Minimum	2,875.00	34,500.00	Five Years w/ 3 - Five Year Renewal Options	Per Attachment
Park Place Lexus Dealership	2,875.00	34,500.00	Five Years w/ 2 - Five Year Renewal Options	Per Attachment/ Under Negotiation

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: ATEP: Pollution Legal Liability Select Policy
ACTION: Approval

BACKGROUND

The District plans to develop property it received from the decommissioned Marine Corps Air Station, Tustin. Due to its prior use as a helicopter base it has various environmental issues that the Department of the Navy is responsible to clean up. Nevertheless, it is possible that pollution could be encountered in a previously unknown location during development. Other developers of the former base, including the City of Tustin, have addressed this issue by purchasing pollution liability insurance.

STATUS

Acquiring this kind of insurance is complex and requires assistance from knowledgeable consultants. We worked with two brokerage firms and with an attorney with the law firm Jackson|DeMarco|Tidus|Peckenpaugh, Edward Galloway, who specializes in insurance issues. The best coverage for the price we found is from Chartis Specialty Insurance Company (EXHIBIT A). The brokerage firm we used is AON Insurance Risk Services West Inc of Irvine. The premium cost is a one-time payment of \$138,000 for a ten year policy with coverage of \$10,000,000 per occurrence and \$10,000,000 total aggregate over the 10 years. The deductible is \$100,000. The insurance firm has an AM Best Rating of A.

RECOMMENDATION

The Chancellor recommends that the Board approve the purchase of a Pollution Legal Liability Select Policy from Chartis Specialty Insurance Company (EXHIBIT A) at a premium cost of \$138,000 for a ten year policy. The brokerage firm used is AON Insurance Risk Services West Inc. of Irvine.



Risk Specialist Companies
Insurance Agency Inc.
121 SPEAR STREET
TWO RINCON CENTER
SAN FRANCISCO, CA 94105
CA License #OG29322

d/b/a RSCIA in NH, VT & UT

January 6, 2010

DANIEL SISLER
AON RISK INSURANCE SERVICES WEST INC
1901 MAIN ST
STE 300
IRVINE, CA 92614-1911
Phone: 949-608-6302
Fax:
Email: daniel_sisler@ars.aon.com

RE: SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
28000 MARGUERITE PKWY
MISSION VIEJO, CA 92692-3635

POLLUTION LEGAL LIABILITY SELECT (PLL Select®)
SUBMISSION NUMBER: 00521551753
PREMIUM INDICATION: 000288455-010

Dear DANIEL:

We are pleased to offer the following PLL Select premium indication for the above-captioned account for the location(s) listed below in Section IV. Coverage is offered using the CHARTIS SPECIALTY INSURANCE COMPANY, Form #76391 (04/09). Coverage will only be offered for those coverage sections listed below in Section II.

SECTION I - Coverages:

1. The following Coverage Sections can be offered:

- Coverage A- ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS
- Coverage B- ON-SITE CLEAN-UP OF NEW CONDITIONS
- Coverage C- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE
- Coverage D- THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS
- Coverage E- THIRD-PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS
- Coverage F- THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE
- Coverage G- THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS
- Coverage H- THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS
- Coverage I- POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO
- Coverage J- BUSINESS INTERRUPTION COVERAGE - ACTUAL LOSS OR RENTAL VALUE

SOUTH ORANGE COUNTY
Submission Number: 00521551753
Premium Indication: 000288455-010
Issue Date: January 6, 2010

CIQ003
Page 1 of 6

SECTION II - Premium Options for Coverages, Limits, Deductibles and Terms:

Commission %: 15.00%

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
1	A C D F G H I	\$5,000,000	\$5,000,000	\$100,000	5	\$53,396
	* Coverage J # Days / \$ Limit	NA / NA		NA		

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
2	A C D F G H I	\$10,000,000	\$10,000,000	\$100,000	5	\$73,483
	* Coverage J # Days / \$ Limit	NA / NA		NA		

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
3	A C D F G H I	\$5,000,000	\$5,000,000	\$100,000	10	\$100,746
	* Coverage J # Days / \$ Limit	NA / NA		NA		

Option	Coverages	Each Incident Limit	Coverage Section Aggregate Limit	Deductible/SIR Amount	Term (Yrs)	Premium
4	A C D F G H I	\$10,000,000	\$10,000,000	\$100,000	10	\$138,646
	* Coverage J # Days / \$ Limit	NA / NA		NA		

The Premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase Terrorism Risk Insurance Act Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the Terrorism Risk Insurance Act Coverage premium shown on the attached Disclosure Statement for that option.

* As per Section V. LIMITS OF COVERAGE; DEDUCTIBLE, Paragraph D. Maximum for all Business Interruption.

** The Premium amount(s) stated above does not include surplus lines tax, or surplus lines fees (if applicable). SURPLUS LINES TAX RATE IS (3.0%); STAMPING FEE RATE IS (0.225%)

For multi-year policies, the limit of liability stated in the chart above is shared over the policy term indicated. The limit of liability is not an annual limit of liability and is therefore not reinstated each year within the policy term.

SECTION III - Additional Policy Information:

Policy Period: From: TBD To: TBD
 Retroactive Date: None
 Continuity Date: Policy Inception Date

Additional Information:

SECTION IV - Insured Property(s):

See Schedule of Insured Property(ies) Endorsement

SECTION V - Policy Form Modifications:

The CHARTIS SPECIALTY INSURANCE COMPANY, Form #76391 (04/09) Form will be modified as follows:

- Notice of Loss/Notice of Claim, Form#91968 (12/06)
- AISLIC PLS Dec, Form#75321 (04/09)
- War Exclusion Endorsement, Form#79098 (12/01)
- Multiple Coverages Aggregate Limit Endorsement, Form#83260 (11/03)
- Condition Of Payment Endorsement, Form#90365 (01/06)
- Terrorism Excl W/Cert Acts Exception Purchased End, Form#97637 (03/08)
- Coverage I - New Conditions Only Endt , Form#78788 (09/01)
- Coverages G and H - New Conditions Only Endt , Form#78782 (09/01)
- Def of BI To Include Medical Monit Costs Endt, Form#100281 (10/08)
- Cov C&F-Pre-Existing Conditions Only , Form#76459 (07/00)
- Schedule Of Insured Properties, Form#89557 (07/05)
- Material Change In Use Of Insd Property(s) Excl, Form#81422 (01/03)
- Dewatering Activities Exclusion Endorsement, Form#100300 (10/08)
- Pro-Rata Canc W/ Claim Or Pollution Cond Prov, Form#101040 (02/09)
- Emergency Response Costs Endorsement, Form#99968 (09/08)
- Optional Extended Reporting Deletion Endorsement, Form#91219 (07/06)
Applicable to Options 3 & 4
- Schedule of Insured Contracts, Form#72320 (07/00)
- Known Cond Exc-No Fur Act CI-BI & PD Dam Excep , Form#MNSCPT (10/09)
- Amend Definition of Non-Owned Locations, Form#MNSCPT (11/09)
- Transported Cargo Amendatory Endorsement, Form#MNSCPT (11/09)
- Pollution Condition Definition Amendatory, Form#MNSCPT (11/09)
- Self-Insured Retention Endorsement, Form#MNSCPT (11/09)

- Deed Restriction Amendatory Endorsement, Form#MNSCPT (12/09)
- Coverage A Exclusion Endorsement, Form#MNSCPT (12/09)

SECTION VI - Services:

At Chartis, we enhance the coverage of every environmental insurance policy by giving insureds complimentary access to the following tools and programs proven to help manage environmental risk, mitigate environmental losses, and conduct loss control:

PIER (Pollution Incident and Environmental Response)

Policyholders have access to pre-screened crisis management specialists who respond in a timely manner to environmental incidents at pre-negotiated rates. Environmental insurance policyholders are automatically enrolled in this program.

Claims Expertise

Our pollution claims operation, with 80+ claims specialists, is the largest in the industry.

RiskTool System

The complimentary, web-based system brings together a myriad of information that a company needs to manage Environmental, Health and Safety (EH&S) programs in one virtual "reference desk."

SCAN (Specialty Claims Assistance Network)

Specialists are available to swiftly address indoor air quality issues that are faced by our insureds, thus helping them mitigate water and mold damage.

Transportation Loss Control Programs

We provide a number of transportation-related programs for insureds that reinforce positive driving behavior and potential improvements in loss reduction. These programs include preventive driving sessions and mock Department of Transportation audits.

Environmental Portal

Portal is secure, Internet-based system that allows our clients to track environmental insurance policies for multiple site portfolios.

Chartis is committed to the achievement of effective risk management objectives for clients as well as providing them access to incident response assistance in the event of a pollution-release event.

SECTION VII - Subject To Information:

If the terms and conditions of this indication are acceptable, please provide us with a completed copy of the Certificate of Non-Availability (aka 'affidavit'), if applicable. If coverage is bound, the premium, and the surplus lines tax and stamping fee must be remitted to RSCIA, within thirty (30) days of effective date of the policy or fifteen (15) days from the date of bill, whichever is later. RSCIA will bill you for the appropriate Surplus Lines Taxes and Stamping Fees for the above policy. Note, the surplus lines tax and stamping fee are not included in the above stated premium figure.

RSCIA is the surplus lines agent of record and is responsible for following the surplus lines laws of the state and, in particular, ensuring that the California surplus lines taxes are collected and paid to the state.

We are not required to bind coverage prior to our receipt, review and underwriting approval of such information. However, if we do bind coverage prior to such approval, it shall be for a period of not more than ten (10) days. Such binding of coverage shall be void *ab initio* ("from the beginning") if we have not received, reviewed and approved in writing such materials within ten (10) days from the effective date of the binder. This ten (10) day conditional binder may be extended only in writing signed by the Company. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

In addition to the above-mentioned documentation, this indication is subject to the receipt and satisfactory review and acceptance of the following items prior to binding, unless otherwise specified:

- The original Signed Chartis Pollution Legal Liability Application including all applicable attachments.
- Receipt and review of the Named Insured's Financial Statements, including the notes sections from the past two fiscal years.
- Signed TRIA rejection form, if the Insured elects to decline coverage (see form 97638 of this proposal).

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK ACT OF 2002. AN OFFICER OF THE INSURED MUST COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE UNDERWRITER PRIOR TO BINDING, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TERRORISM RISK INSURANCE ACT OF 2002 IS REJECTED BY THE INSURED. IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING PRIOR TO BINDING.

If this indication is accepted and bound, the policy will be issued by CHARTIS SPECIALTY INSURANCE COMPANY, 175 Water Street, New York, NY 10038.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION.

This premium indication is valid for 30 days from the date of this proposal, or by the Expiration Date of the current policy, whichever is sooner.

Please notice that these conditions are not necessarily in compliance with conditions requested in your submission. We will not be obligated to provide coverage not addressed in this indication even though they may have been requested in your submission.

We appreciate the opportunity to present the above proposal to you for your client. Should you have any comments, questions, or specific items to be clarified, please feel free to contact me. Chartis strives to offer you the most innovative and responsive solutions to your clients' environmental liability concerns.

Sincerely,

ANDREW WYCKOFF

Tel: 415-836-2715
Fax: 415-836-7236

This indication and all the terms, conditions and provisions contained within this letter are work product that was developed by or on behalf of, and is owned by the issuing company identified above. The Broker and the entity(s) to whom this letter is provided by the Company agree that they will hold this indication and the terms, conditions and provisions contained within this letter confidential and that they will not share this indication or the terms, conditions and provisions contained within this letter with any person or entity which (1) sells insurance, or (2) is not sent this letter directly by the Company, unless such person or entity agrees that it will not provide this indication or any of the terms, conditions and provisions contained within this letter to any person or entity which sells insurance. In the event that the Broker or any of the entity(s) to whom this letter is provided by the Company do not agree with this provision, please return all originals and copies of this indication to the Company.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSSES THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION DOLLAR CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication). The premium stated herein does not include any surplus lines taxes or fees that may be applicable, which are the responsibility of the insured. It is the broker's responsibility to follow applicable state surplus lines laws and, in particular, to see that the appropriate premium tax (and stamping office fee, if applicable) is collected from you and paid.

Option 1 Terrorism Act Premium: \$2,403.00

Option 6 Terrorism Act Premium:

Option 2 Terrorism Act Premium: \$3,307.00

Option 7 Terrorism Act Premium:

Option 3 Terrorism Act Premium: \$4,533.00

Option 8 Terrorism Act Premium:

Option 4 Terrorism Act Premium: \$6,239.00

Option 9 Terrorism Act Premium:

Option 5 Terrorism Act Premium:

Option 10 Terrorism Act Premium:

By signing below, I hereby acknowledge that TRIA coverage is **rejected**.

CHARTIS SPECIALTY INSURANCE COMPANY
NAMED INSURED: SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
POLICY #/SUBMISSION #: NEW / 00521551753

Return to: ANDREW WYCKOFF
121 SPEAR STREET
TWO RINCON CENTER
SAN FRANCISCO, CA 94105

Signature of Insured

Print Name/Title

Date

Alternative Offers for policyholders who reject Terrorism Insurance Coverage in accordance with the Act.

If you decided to **REJECT** the Terrorism Insurance Coverage in accordance with the Act, then we would like you to consider alternative terrorism coverage options. If you wish to elect one of these options, you must **REJECT** the coverage under the Federal Act (by signing above) and opt instead for a Terrorism Sublimit Endorsement. Please note that under this coverage sublimit, terrorism may include that which is defined as terrorism under the Act as well as acts of terrorism that may not be covered under the Act or it may include terrorism as defined under the Act solely.

If you would like to accept one of these alternative options of terrorism coverage, please so indicate below which one you choose:

I hereby **REJECT** the Terrorism Act Coverage in accordance with the Act but instead request a quote for the Terrorism Sublimit Endorsement providing the following coverage:

A sublimit of \$.

Option A: _____ Under this Option, it is understood that the sublimit applies to coverage for Terrorism as defined by the Act as well as acts of terrorism that may not be covered under the Act.

Option B: _____ Under this Option, it is understood that the sublimit applies to coverage for Terrorism as defined by the Act only, and no coverage exists for non TRIA acts.

Option C: _____ Under this Option, it is understood that the sublimit applies to non TRIA acts only, and no coverage exists for TRIA acts.

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
 (A Capital Stock Company, herein called the Company)
 175 WATER STREET
 NEW YORK, NY 10038

POLLUTION LEGAL LIABILITY SELECT[®] POLICY

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ CAREFULLY.

DECLARATIONS

POLICY NUMBER:

Item 1. NAMED INSURED:

ADDRESS:

Item 2. POLICY PERIOD:

FROM

TO

12:01 AM STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED SHOWN ABOVE

Item 3. COVERAGES AND COVERAGE SECTION LIMITS AND DEDUCTIBLES:

This Policy includes only those Coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below. If no deductible or limits of liability appears for a Coverage, that Coverage does not apply.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
A			
B			
C			
D			
E			
F			
G			
H			

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

I			

Coverage	Business Interruption (Days) Limit	Business Interruption (\$) Limit
J		

Item 4. POLICY AGGREGATE LIMIT: \$ _____

Item 5. INSURED PROPERTY(S): _____

Item 6. POLICY PREMIUM: \$ _____

Item 7. RETROACTIVE DATE: Under Coverages _____ the Pollution Conditions must commence on or after the date shown below.

Retroactive Date: _____
 (Enter date or "none" if no Retroactive Date Applies.)

Item 8. CONTINUITY DATE: _____

BROKER:

By _____
 AUTHORIZED REPRESENTATIVE
 or countersignature (in states where applicable)

**AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY
 POLLUTION LEGAL LIABILITY SELECT® POLICY
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76391 (8/09)
 CI4139

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Specimen

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY

POLLUTION LEGAL LIABILITY SELECT® POLICY

MANY OF THE COVERAGES CONTAIN CLAIMS-MADE-AND-REPORTED REQUIREMENTS. PLEASE READ CAREFULLY. ADDITIONALLY, THIS POLICY HAS CERTAIN PROVISIONS AND REQUIREMENTS UNIQUE TO IT AND MAY BE DIFFERENT FROM OTHER POLICIES THE INSURED MAY HAVE PURCHASED. DEFINED TERMS, OTHER THAN HEADINGS, APPEAR IN BOLD FACE TYPE.

NOTICE: THE DESCRIPTIONS IN ANY HEADINGS OR SUB-HEADINGS OF THIS POLICY ARE INSERTED SOLELY FOR CONVENIENCE AND DO NOT CONSTITUTE ANY PART OF THE TERMS OR CONDITIONS HEREOF.

In consideration of the payment of the premium, in reliance upon the statements in the Declarations and the Application annexed hereto and made a part hereof, and pursuant to all of the terms of this Policy, the Company agrees with the Named Insured as follows:

I. INSURING AGREEMENTS

1. COVERAGES:

THE FOLLOWING COVERAGES ARE IN EFFECT ONLY IF SCHEDULED IN THE DECLARATIONS.

COVERAGE A - ON-SITE CLEAN-UP OF PRE-EXISTING CONDITIONS

1. To pay on behalf of the Insured, Clean-Up Costs resulting from Pollution Conditions on or under the Insured Property that commenced prior to the Continuity Date, if such Pollution Conditions are discovered by the Insured during the Policy Period, provided:

(a) The discovery of such Pollution Conditions is reported to the Company in writing as soon as possible after discovery by the Insured and in any event during the Policy Period in accordance with Section III. of the Policy.

Discovery of Pollution Conditions happens when a Responsible Insured becomes aware of Pollution Conditions.

(b) Where required, such Pollution Conditions have been reported to the appropriate governmental agency in substantial compliance with applicable Environmental Laws in effect as of the date of discovery.

2. To pay on behalf of the Insured, Loss that the Insured is legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions on or under the Insured Property that commenced prior to the Continuity Date, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE B - ON-SITE CLEAN-UP OF NEW CONDITIONS

1. To pay on behalf of the Insured, Clean-Up Costs resulting from Pollution Conditions on or under the Insured Property that commenced on or after the Continuity Date, if such Pollution Conditions are discovered by the Insured during the Policy Period, provided:

(a) The discovery of such Pollution Conditions is reported to the Company in writing as soon as possible after discovery by the Insured and in any event during the Policy Period in accordance with Section III. of the Policy.

Discovery of Pollution Conditions happens when a Responsible Insured becomes aware of Pollution Conditions.

(b) Where required, such Pollution Conditions have been reported to the appropriate governmental agency in substantial compliance with applicable Environmental Laws in effect as of the date of discovery.

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

2. To pay on behalf of the Insured, Loss that the Insured is legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions on or under the Insured Property that commenced on or after the Continuity Date, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE C - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions on or under the Insured Property, if such Bodily Injury or Property Damage takes place while the person injured or property damaged is on the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE D - THIRD - PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced prior to the Continuity Date, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE E - THIRD - PARTY CLAIMS FOR OFF-SITE CLEAN-UP RESULTING FROM NEW CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced on or after the Continuity Date, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE F - THIRD - PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE G - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage of parties other than the owners, operators or contractors of the Non-Owned Location, or their employees, or Clean-Up Costs resulting from Pollution Conditions on or under the Non-Owned Location, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE H - THIRD - PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Clean-Up Costs resulting from Pollution Conditions, beyond the boundaries of the Non-Owned Location, that migrated from the Non-Owned Location, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

COVERAGE I - POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Clean-Up Costs resulting from Pollution Conditions caused by Transported Cargo, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable. This coverage shall not be utilized to evidence financial responsibility of any Insured under any federal, state, provincial or local law.

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COVERAGE J - BUSINESS INTERRUPTION COVERAGE - ACTUAL LOSS OR RENTAL VALUE (ONLY AVAILABLE IF COVERAGE A, COVERAGE B OR BOTH COVERAGES A AND B ARE PURCHASED)

To pay the Insured's Actual Loss or loss of Rental Value, and Extra Expense to the extent it reduces Actual Loss or loss of Rental Value otherwise payable under this coverage section, resulting from an Interruption caused directly by Pollution Conditions on or under the Insured Property. If the Interruption is caused by such Pollution Conditions and any other cause, the Company shall pay only for that portion of Actual Loss or loss of Rental Value, and Extra Expense resulting from an Interruption caused solely and directly by such Pollution Conditions.

1. Such Pollution Conditions must:

- (a) (i) commence prior to the Continuity Date, if the Named Insured has purchased Coverage A, under this Policy, or
(ii) commence on or after the Continuity Date, if the Named Insured has purchased Coverage B, under this Policy; and
- (b) be first discovered by the Insured during the Policy Period. Discovery of Pollution Conditions happens when a Responsible Insured becomes aware of Pollution Conditions.

2. An Interruption must be reported to the Company, no later than thirty (30) days after its commencement. The Insured shall, as soon as practicable, resume normal operation of the business and dispense with Extra Expense.

3. In determining Actual Loss or loss of Rental Value, the Report/Worksheet annexed to this Policy and made a part of it shall be utilized. If the Insured could reduce the Actual Loss or loss of Rental Value, or Extra Expense resulting from an Interruption:

- (a) by complete or partial resumption of operations; or
- (b) by making use of other property at the Insured Property, or elsewhere,
such reductions shall be taken into account in arriving at Actual Loss or loss of Rental Value or Extra Expense.

2. LEGAL EXPENSE AND DEFENSE

The Company shall have the right and the duty to defend any Claims covered under Coverages A through I provided the Named Insured has purchased such Coverage. The Company's duty to defend or continue defending any such Claim, and to pay any Loss, shall cease once the applicable limit of liability, as described in Section V. LIMITS OF COVERAGE; DEDUCTIBLE has been exhausted. Defense costs, charges and expenses are included in Loss and reduce the applicable limit of liability, as described in Section V., and are included within the Deductible amount for the Coverage Section that applies and is shown in Item 3 of the Declarations.

The Company will present any settlement offers to the Insured, and if the Insured refuses to consent to any settlement within the limits of liability of this Policy recommended by the Company and acceptable to the claimant, the Company's duty to defend the Insured shall then cease and the Insured shall thereafter negotiate or defend such Claim independently of the Company and the Company's liability shall not exceed the amount, less the Deductible or any outstanding deductible balance, for which the Claim could have been settled if such recommendation was consented to.

3. INDEPENDENT COUNSEL

In the event the Insured is entitled by law to select independent counsel to defend the Insured at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company would actually pay to counsel that the Company retains in the ordinary course of business in the defense of similar Claims in the community where the Claim arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending Claims similar to the one pending against the Insured, and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the Insured agrees that counsel will timely respond to the Company's request for information regarding the Claim. The Insured may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

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II. EXCLUSIONS

1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES

This Policy does not apply to Clean-Up Costs, Claims, Loss, Actual Loss, Extra Expense, or loss of Rental Value:

A. CRIMINAL FINES, PENALTIES, AND ASSESSMENTS:

Due to any criminal fines, penalties or assessments.

B. CONTRACTUAL LIABILITY:

Arising from liability of others assumed by the Insured under any contract or agreement, unless the liability of the Insured would have attached in the absence of such contract or agreement or the contract or agreement is an Insured Contract.

C. TRANSPORTATION:

Except with respect to Coverage I, arising out of Pollution Conditions that result from the maintenance, use, operation, loading or unloading of any conveyance beyond the boundaries of the Insured Property.

D. INTENTIONAL NONCOMPLIANCE:

Arising from Pollution Conditions based upon or attributable to any Responsible Insured's intentional, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.

E. INTERNAL EXPENSES:

For costs, charges or expenses incurred by the Insured for goods supplied or services performed by the staff or salaried employees of the Insured, or its parent, subsidiary or affiliate, except if in response to an emergency or pursuant to Environmental Laws that require immediate remediation of Pollution Conditions, or unless such costs, charges or expenses are incurred with the prior written approval of the Company in its sole discretion.

F. INSURED vs. INSURED:

By any Insured against any other person or entity who is also an Insured under this Policy. This exclusion does not apply to Claims initiated by third parties or Claims that arise out of an indemnification given by one Named Insured to another Named Insured in an Insured Contract.

G. ASBESTOS AND LEAD:

Solely with respect to Coverages A, B, D, E, G, H and J, arising from asbestos or any asbestos-containing materials or lead-based paint installed or applied in, on or to any building or other structure. This exclusion does not apply to Clean-Up Costs for the remediation of soil and groundwater.

H. EMPLOYER LIABILITY:

Arising from Bodily Injury to an Insured or its parent, subsidiary or affiliate arising out of and in the course of employment by the Insured or its parent, subsidiary or affiliate. This exclusion applies whether the Insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay third parties who must pay damages because of the injury.

I. PRIOR KNOWLEDGE/NON-DISCLOSURE:

Arising from Pollution Conditions existing prior to the Inception Date and known by a Responsible Insured and not disclosed in the application for this Policy, or any previous policy for which this Policy is a renewal thereof.

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J. IDENTIFIED UNDERGROUND STORAGE TANK:

Arising from Pollution Conditions resulting from an Underground Storage Tank whose existence is known by a Responsible Insured as of the Inception Date and which is located on the Insured Property unless such Underground Storage Tank is scheduled on the Policy by endorsement.

2. COVERAGE I EXCLUSIONS

The following exclusions apply to Coverage I.

This Policy does not apply to Loss:

A. PROPERTY DAMAGE TO CONVEYANCES:

For Property Damage to any conveyance utilized during the Transportation of Transported Cargo. This exclusion does not apply to Claims made by third-party carriers of the Insured for such Property Damage arising from the Insured's negligence.

B. POLLUTION CONDITIONS PRIOR OR SUBSEQUENT TO TRANSPORTATION OF CARGO:

Arising from Pollution Conditions:

1. That commence prior to the Transportation of Transported Cargo; or
2. That commence after Transported Cargo reaches its final destination, or while Transported Cargo is in storage off-loaded from the conveyance that was transporting it.

C. THIRD-PARTY CARRIER CLAIMS:

Made by a third-party carrier, its agents or employees, for Bodily Injury, Property Damage or Clean-Up Costs, whether or not the Bodily Injury, Property Damage or Clean-Up Costs were directly incurred by such third-party carrier. This exclusion does not apply to Claims arising from the Insured's negligence.

III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS

The Insured shall provide the Company with notice of Pollution Conditions, Claims or an Interruption as follows:

A. NOTICE OF POLLUTION CONDITIONS, CLAIMS AND AN INTERRUPTION

1. In the event of Pollution Conditions or Claims under Coverages A through I, or an Interruption under Coverage J, the Insured shall give written notice to

Manager, Pollution Insurance Products Dept.
Chartis Claims, Inc.
Attn.: CID
101 Hudson Street, 31st Floor
Jersey City, NJ 07302
Fax: 866-260-0104
Email: severityfnol@chartisinsurance.com

or other address(es) as substituted by the Company in writing.

2. The Insured shall give written notice of Pollution Conditions as soon as possible. Notice under all coverages shall include, at a minimum, information sufficient to identify the Named Insured, the Insured Property, the names of persons with knowledge of the Pollution Conditions and all known and reasonably obtainable information regarding the time, place, cause, nature of and other circumstances of the Pollution Conditions.
3. The Insured shall give notice of Claims as soon as possible, but in any event during the Policy Period or during the Extended Reporting Period, if applicable. The Insured shall furnish information at the

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request of the Company. When a Claim has been made, the Insured shall forward the following to the Company as soon as possible:

- (a) All reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the claimant(s) and available witnesses.
- (b) All demands, summonses, notices or other process or papers filed with a court of law, administrative agency or an investigative body.
- (c) Other information in the possession of the Insured or its hired experts which the Company reasonably deems necessary.

B. NOTICE OF POSSIBLE CLAIM

1. If during the Policy Period, the Insured first becomes aware of a Possible Claim, the Insured may provide written notice to the Company during the Policy Period containing all the information required under Paragraph 2. below. Any Possible Claim which subsequently becomes a Claim made against the Insured and reported to the Company within five (5) years after the end of the Policy Period of this Policy or any continuous, uninterrupted renewal thereof, shall be deemed to have been first made and reported during the Policy Period of this Policy. Such Claim shall be subject to the terms, conditions and limits of coverage of the policy under which the Possible Claim was reported.
2. It is a condition precedent to the coverage afforded by this Section III. B that written notice under Paragraph 1. above contain all of the following information: (a) the cause of the Pollution Conditions; (b) the Insured Property or other location where the Pollution Conditions took place; (c) the Bodily Injury, Property Damage or Clean-Up Costs which has resulted or may result from such Pollution Conditions; (d) the Insured(s) which may be subject to the Claim and any potential claimant(s); (e) all engineering information available on the Pollution Conditions and any other information that the Company deems reasonably necessary; and (f) the circumstances by which and the date the Insured first became aware of the Possible Claim.

IV. RIGHTS OF THE COMPANY AND DUTIES OF THE INSURED IN THE EVENT OF POLLUTION CONDITIONS

A. The Company's Rights

The Company shall have the right but not the duty to clean up or mitigate Pollution Conditions upon receiving notice as provided in Section III. of this Policy. Any sums expended in taking such action by the Company will be deemed incurred or expended by the Insured and shall be applied against the limits of coverage and deductible under this Policy.

B. Duties of the Insured

The Named Insured shall have the duty to clean up Pollution Conditions to the extent required by Environmental Laws, by retaining competent professional(s) or contractor(s) mutually acceptable to the Company and the Named Insured. The Company shall have the right but not the duty to review and approve all aspects of any such clean-up. The Named Insured shall notify the Company of actions and measures taken pursuant to this paragraph.

V. LIMITS OF COVERAGE; DEDUCTIBLE

Regardless of the number of Claims, claimants, Pollution Conditions or Insureds under this Policy, the following limits of liability apply:

A. Policy Aggregate Limit

The Company's total liability for all Loss, under Coverages A through I, and all Actual Loss, loss of Rental Value and Extra Expense under Coverage J, shall not exceed the "Policy Aggregate" stated in item 4 of the Declarations. The Company's internal expenses do not erode the limit of liability available for any Loss.

B. Each Incident Limit - Coverages A Through I

1. Subject to Paragraph V.A. above, the most the Company will pay for all Loss under each Coverage in Coverages A through I arising from the same, related or continuous Pollution Conditions is the "Each

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Incident" limit of coverage for that particular coverage stated in Item 3 of the Declarations.

2. If the Insured first discovers **Pollution Conditions** during the **Policy Period** and reports them to the Company in accordance with Section III., all continuous or related **Pollution Conditions** reported to the Company under a subsequent **Pollution Legal Liability Policy** issued by the Company or its affiliate providing substantially the same coverage as this Policy shall be deemed to have been first discovered and reported during the **Policy Period**.
3. If a **Claim for Bodily Injury, Property Damage, or Clean-Up Costs** is first made against the Insured and reported to the Company during the **Policy Period**, all **Claims for Bodily Injury, Property Damage or Clean-Up Costs**, arising from the same, continuous or related **Pollution Conditions** that are first made against the Insured and reported under a subsequent **Pollution Legal Liability Policy** issued by the Company or its affiliate providing substantially the same coverage as this Policy, shall be deemed to have been first made and reported during the **Policy Period**. Coverage under this Policy for such **Claims** shall not apply, however, unless at the time such **Claims** are first made and reported, the Insured has maintained with the Company or its affiliate **Pollution Legal Liability** coverage substantially the same as this coverage on a continuous, uninterrupted basis since the first such **Claim** was made against the Insured and reported to the Company.

C. Coverage Section Aggregate Limit

Subject to Paragraph V.A. above, the Company's total liability for all Loss under each Coverage in Coverages A through I, shall not exceed the "Coverage Section Aggregate" limit of coverage for that particular coverage stated in Item 3 of the Declarations.

D. Maximum for All Business Interruption

Subject to Paragraph V.A. above, the maximum amount for which the Company is liable for all Actual Loss or loss of Rental Value, and Extra Expense under Coverage J is 80% of the lesser of:

1. The Actual Loss and Extra Expense, or loss of Rental Value and Extra Expense, whichever is applicable, incurred during the number of days of interruption of business stated in Item 3 of the Declarations; and
2. The amount stated in Item 3 of the Declarations.

It is a condition of Coverage J that the remaining 20% of such amount be borne by the Insured at its own risk and remain uninsured.

E. Multiple Coverages

Subject to Paragraph V.A. above, if the same, related or continuous **Pollution Conditions** result in coverage under more than one Coverage under Coverages A through J, every applicable "Each Incident," "Coverage Section Aggregate" and "Maximum for All Business Interruption" limit of coverage among such coverage sections shall apply to the **Clean-Up Costs, Loss, Actual Loss and Extra Expense, or loss of Rental Value and Extra Expense**, whichever is applicable, resulting from such **Pollution Conditions**.

F. Deductible

1. Coverages A through I

Subject to Paragraphs V.A. through V.E. above, this Policy is to pay covered Loss in excess of the Deductible amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage.

If the same, related or continuous **Pollution Conditions** result in coverage under more than one coverage section in Coverages A through I, only the highest Deductible amount stated in Item 3 of the Declarations among all the coverage sections applicable to the Loss will apply.

The Insured shall promptly reimburse the Company for advancing any element of Loss falling within the Deductible.

2. Coverage J

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Subject to Paragraphs V.A. through V.E. above, this Policy is to pay the **Actual Loss** or loss of **Rental Value**, and **Extra Expense** under Coverage J in excess of the **Actual Loss** or loss of **Rental Value**, and **Extra Expense** sustained during the first seven (7) days of an **Interruption** during the **Period of Restoration**. The seven (7) day period applies to all **Actual Loss**, or loss of **Rental Value**, and **Extra Expense** arising from the same, related or continuous **Pollution Conditions**.

VI. CONDITIONS

- A. **Assignment** - This Policy may be assigned with the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.
- B. **Subrogation** - In the event of any payment under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including without limitation, assignment of the Insured's rights against any person or organization who caused **Pollution Conditions** on account of which the Company made any payment under this Policy. The Insured shall do nothing to prejudice the Company's rights under this paragraph subsequent to **Loss**. Any recovery as a result of subrogation proceedings arising out of the payment of **Loss** covered under this Policy shall accrue first to the Insured to the extent of any payments in excess of the limit of coverage; then to the Company to the extent of its payment under the Policy; and then to the Insured to the extent of its Deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.
- C. **Cooperation** - The Insured shall cooperate with the Company and offer all reasonable assistance in the investigation and defense of **Claims** under the applicable Coverages purchased. The Company may require that the Insured submit to examination under oath, and attend hearings, depositions and trials. In the course of investigation or defense, the Company may require written statements or the Insured's attendance at meetings with the Company. The Insured must assist the Company in effecting settlement, securing and providing evidence and obtaining the attendance of witnesses.
- D. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued by the Company to form a part of this Policy.
- E. **Voluntary Payments** - No Insured shall voluntarily enter into any settlement, or make any payment or assume any obligation unless in response to an emergency or pursuant to **Environmental Laws** that require immediate remediation of **Pollution Conditions**, without the Company's consent which shall not be unreasonably withheld, except at the Insured's own cost.
- F. **Concealment or Fraud** - This entire Policy shall be void if, whether before or after **Clean-Up Costs** are incurred or a **Claim** is first made, the **Named Insured** has willfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this Policy, the description of the Insured **Property**, or the interest of the Insured therein.
- G. **Cancellation** - This Policy may be cancelled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company only for the reasons stated below by mailing to the **Named Insured** at the address shown in the Policy, written notice stating when not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notice shall be sufficient proof of notice.
1. Material misrepresentation by the Insured;
 2. The Insured's failure to comply with the material terms, conditions or contractual obligations under this Policy, including failure to pay any premium or Deductible when due;
 3. A change in operations at an Insured **Property** during the **Policy Period** that materially increases a risk covered under this Policy.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the
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end of the Policy Period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro-rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

H. **Other Insurance** - Where other insurance may be available for Loss, Actual Loss or loss of Rental Value, and Extra Expense covered under this Policy, the Insured shall promptly upon request of the Company provide the Company with copies of all such policies. If other valid and collectible insurance is available to the Insured for Loss, Actual Loss or loss of Rental Value, and Extra Expense covered by this Policy, the Company's obligations are limited as follows:

1. This insurance is primary, and the Company's obligations are not affected unless any of the other insurance is also primary. In that case, the Company will share with all such other insurance by the method described in Paragraph 2. below.
2. If all of the other insurance permits contribution by equal shares, the Company will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, the Company will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

I. **Right of Access and Inspection** - To the extent the Insured has such rights, any of the Company's authorized representatives shall have the right and opportunity but not the obligation to interview persons employed by the Insured and to inspect at any reasonable time, during the Policy Period or thereafter, the Insured Property. Neither the Company nor its representatives shall assume any responsibility or duty to the Insured or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, sample and monitor, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the Insured or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The Named Insured agrees to provide appropriate personnel to assist the Company's representatives during any inspection.

J. **Access to Information** - The Named Insured agrees to provide the Company with access to any information developed or discovered by the Insured concerning Loss covered under this Policy, whether or not deemed by the Insured to be relevant to such Loss and to provide the Company access to interview any Insured and review any documents of the Insured.

K. **Representations** - By acceptance of this Policy, the Named Insured agrees that the statements in the Declarations, the Application and the Report Worksheet are their agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

L. **Action Against Company** - No third-party action shall lie against the Company, unless as a condition precedent thereto there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by the Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

M. **Arbitration** - It is hereby understood and agreed that all disputes or differences that may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of Loss, may be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. The arbitrators shall be chosen in the manner and within the time frames provided by such rules. If permitted under such rules, the arbitrators shall be three disinterested individuals having knowledge of the legal, corporate

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management, or insurance issues relevant to the matters in dispute.

Any party may commence such arbitration proceeding and the arbitration shall be conducted in the Insured's state of domicile. The arbitrators shall give due consideration to the general principles of the law of the Insured's state of domicile in the construction and interpretation of the provisions of this Policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language, the doctrine of reasonable expectation of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators shall set forth its reasoning, shall be provided simultaneously to both parties and shall be binding on them. The arbitrators' award shall not include attorney fees or other costs. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear equally the expenses of the arbitration.

- N. Service Of Suit** - Subject to Paragraph M. above, it is agreed that in the event of failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, American International Specialty Lines Insurance Company, 175 Water Street, New York, New York 10038, or his or her representative, and that in any suit instituted against the Company upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- O. Acknowledgment of Shared Limits** - By acceptance of this Policy, the Named Insureds understand, agree and acknowledge that the Policy contains a Policy Aggregate Limit that is applicable to, and will be shared by, all Named Insureds and all other Insureds who are or may become insured hereunder. In view of the operation and nature of this shared Policy Aggregate Limit, the Named Insureds and all other Insureds understand and agree that prior to filing a Claim under the Policy, the Policy Aggregate Limit may be exhausted or reduced by prior payments for other Claims under the Policy.
- P. Separation of Insureds** - It is hereby agreed that except with respect to the Limit of Liability, Section II. F. (Insured vs. Insured exclusion), and any rights and duties specifically assigned to the first Named Insured, this insurance applies: 1. As if each Named Insured were the only Named Insured; and 2. Separately to each Named Insured against whom a Claim is made. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one Named Insured shall not prejudice the interest of coverage for another Named Insured under this Policy. Provided, however, that this Condition shall not apply to any Named Insured who is a parent, subsidiary or affiliate of the first Named Insured.

VII. EXTENDED REPORTING PERIOD FOR CLAIMS - COVERAGES A THROUGH I

The Named Insured shall be entitled to an Automatic Extended Reporting Period, and (with certain exceptions as described in Paragraph B. of this Section) be entitled to purchase an Optional Extended Reporting Period for Coverages A through I collectively, upon termination of coverage as defined in Paragraph B.3. of this Section. Neither the Automatic nor the Optional Extended Reporting Period shall reinstate or increase any of the limits of liability of this Policy.

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A. Automatic Extended Reporting Period

Provided that the **Named Insured** has not purchased any other insurance to replace this insurance and which applies to a **Claim** otherwise covered hereunder, the **Named Insured** shall have the right to the following: a period of sixty (60) days following the effective date of such termination of coverage in which to provide written notice to the Company of **Claims** first made and reported within the **Automatic Extended Reporting Period**.

A **Claim** first made and reported within the **Automatic Extended Reporting Period** will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy. No part of the **Automatic Extended Reporting Period** shall apply if the **Optional Extended Reporting Period** is purchased.

B. Optional Extended Reporting Period

The **Named Insured** shall be entitled to purchase an **Optional Extended Reporting Period** upon termination of coverage as defined herein (except in the event of nonpayment of premium), as follows:

1. A **Claim** first made and reported within the **Optional Extended Reporting Period**, if purchased in accordance with the provisions contained in Paragraph 2. below, will be deemed to have been made on the last day of the **Policy Period**, provided that the **Claim** arises from **Pollution Conditions** that commenced before the end of the **Policy Period** and is otherwise covered by this Policy.
2. The Company shall issue an endorsement providing an **Optional Extended Reporting Period** of up to forty (40) months from termination of coverage hereunder for all **Insured Properties** and **Non-Owned Locations**, if applicable, or any specific **Insured Property** or **Non-Owned Location**, provided that the **Named Insured**:
 - (a) makes a written request for such endorsement which the Company receives within thirty (30) days after termination of coverage as defined herein; and
 - (b) pays the additional premium when due. If that additional premium is paid when due, the **Extended Reporting Period** may not be cancelled, provided that all other terms and conditions of the Policy are met.
3. Termination of coverage occurs at the time of cancellation or nonrenewal of this Policy by the **Named Insured** or by the Company, or at the time of the Company's deletion of a location which previously was an **Insured Property** or **Non-Owned Location**.
4. The **Optional Extended Reporting Period** is available to the **Named Insured** for not more than 200% of the full Policy premium stated in the **Declarations**.

VIII. DEFINITIONS

A. Actual Loss means the:

1. Net income (net profit or loss before income taxes) the **Insured** would have earned or incurred had there been no **Interruption**; and
2. Continuing normal operating expenses incurred, including **Ordinary Payroll Expense**.

B. Bodily Injury means physical injury, or sickness, disease, mental anguish or emotional distress, sustained by any person, including death resulting therefrom.

C. Claim means a written demand received by the **Insured** seeking a remedy or alleging liability or responsibility on the part of the **Insured** for **Loss** under Coverages A through I. For purposes of this Policy, a **Claim** does not include a **Possible Claim** that was reported under a prior policy but which has become a **Claim** during the **Policy Period** of this Policy as described in Section III. B.

D. Clean-Up Costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surfacewater, groundwater or other contamination:

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

1. To the extent required by **Environmental Laws**; or
2. That have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties.

Clean-Up Costs also include **Restoration Costs**.

- E. Continuity Date** means the date stated in Item 8 of the Declarations.
- F. Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **Pollution Conditions**.
- G. Extended Reporting Period** means either the automatic additional period of time or the optional additional period of time, whichever is applicable, in which to report **Claims** following termination of coverage, as described in Section VII. of this Policy.

H. Extra Expense means necessary expenses the **Insured** incurs during the **Period of Restoration**:

1. That would not have been incurred if there had not been an **Interruption**; and
2. That avoid or minimize an **Interruption**,

but only to the extent such expenses reduce **Actual Loss** or loss of **Rental Value**, whichever is applicable, otherwise covered under this Policy.

Extra Expense will be reduced by any salvage value of property obtained for temporary use during the **Period of Restoration** that remains after the resumption of normal operations.

- I. Inception Date** means the first date set forth in Item 2 of the Declarations.
- J. Insured** means the **Named Insured**, and any past or present director, officer, partner or employee thereof, including a temporary or leased employee, while acting within the scope of his or her duties as such.
- K. Insured Contract** means a contract or agreement submitted to and approved by the Company, and listed on an Endorsement to this Policy.
- L. Insured Property** means each of the locations identified in Item 5 of the Declarations.
- M. Interruption** means the necessary suspension of the **Insured's** business operations at an **Insured Property** during the **Period of Restoration**.
- N. Loss** means, under the applicable Coverages:
1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury** or **Property Damage**;
 2. Costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims** for such compensatory damages or punitive, exemplary or multiple damages, and civil fines, penalties or assessments, or for **Clean-Up Costs**; or
3. **Clean-Up Costs**.
- O. Named Insured** means the person or entity named in Item 1 of the Declarations acting on behalf of all other **Insureds**, if any, for the payment or return of any premium, payment of any deductible, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the **Extended Reporting Period** clause.

P. Natural Resource Damage means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources

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belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

- Q. Non-Owned Location** means a site that is not owned or operated by the **Named Insured**, and that is identified in a Non-Owned Covered Locations Schedule attached to and made a part of this Policy by endorsement.
- R. Ordinary Payroll Expense** means the entire payroll expense for all employees of the **Insured**, except officers, executives, department managers and employees under contract.
- S. Period of Restoration** means the length of time as would be required with the exercise of due diligence and dispatch to restore the **Insured Property** to a condition that allows the resumption of normal business operations, commencing with the date operations are interrupted by **Pollution Conditions** and not limited by the date of expiration of the **Policy Period**. The **Period of Restoration** does not include any time caused by the interference by employees or other persons with restoring the property, or with the resumption or continuation of operations.
- T. Policy Period** means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
1. Cancellation of this Policy; or
 2. With respect to particular **Insured Property(s)** or **Non-Owned Location(s)** designated in the Declarations, the deletion of such location(s) from this Policy by the Company at the **Named Insured's** written request, but solely with respect to that **Insured Property** or **Non-Owned Location**.
- U. Pollution Conditions** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.
- V. Possible Claim** means **Pollution Conditions** that commenced on or after the **Inception Date** that the **Insured** reasonably expects may result in a **Claim**.
- W. Property Damage** means:
1. Except with respect to Coverage E, physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use and diminution in value thereof;
 2. Loss of use, but not diminution in value, of tangible property of parties other than the **Insured** that has not been physically injured or destroyed;
 3. Solely with respect to Coverage C, physical injury to or destruction of tangible property of parties other than the **Insured**, including the resulting loss of use thereof; and
 4. **Natural Resource Damage**.

Property Damage does not include **Clean-Up Costs**.

- X. Rental Value** means the:
1. Total anticipated rental income from tenant occupancy of the **Insured Property** as furnished and equipped by the **Insured**;
 2. Amount of all charges that are the legal obligation of the tenant(s) pursuant to a lease and that would otherwise be the **Insured's** obligations; and
 3. Fair rental value of any portion of the **Insured Property** that is occupied by the **Insured** during the **Period of Restoration**, less any rental income the **Insured** could earn:

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

(a) by complete or partial rental of the **Insured Property**, or

(b) by making use of other property on the **Insured Property** or elsewhere.

Y. Responsible Insured means the manager or supervisor of the **Named Insured** responsible for environmental affairs, control or compliance, or any manager of the **Insured Property**, or any officer, director or partner of the **Named Insured**.

Z. Restoration Costs means reasonable and necessary costs incurred by the **Insured** with the **Company's** written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Clean-Up Costs**. However, such **Restoration Costs** shall not exceed the net present value of such property prior to incurring **Clean-Up Costs**. **Restoration Costs** do not include costs associated with improvements or betterments.

AA. Transportation means the movement of **Transported Cargo** by a conveyance, from the place where it is accepted by a carrier until it is moved:

1. To the place where the carrier finally delivers it; or

2. In the case of waste, to a waste disposal facility to which the carrier delivers it.

Transportation includes the carrier's loading or unloading of **Transported Cargo** onto or from a conveyance provided that the loading or unloading is performed by or on behalf of the **Named Insured**.

BB. Transported Cargo means goods, products, or waste transported for delivery by a carrier properly licensed to transport such goods, products, or waste.

CC. Underground Storage Tank means any tank that has at least ten (10) percent of its volume below ground in existence at the **Inception Date**, or installed thereafter, including associated underground piping connected to the tank.

The remainder of this page has been intentionally left blank. Policy Signature Page shall immediately follow.

Specimen

NOTICE: THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK AND IS NOT SUBJECT TO ITS SUPERVISION

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED CONTRACTS

It is hereby agreed that the following are scheduled as Insured Contracts to this Policy:

INSURED CONTRACTS

Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, executed on March 10, 2004 and on file with the Company

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION OF PAYMENT ENDORSEMENT

It is hereby agreed that any payment under this Policy shall only be made in full compliance with all United States of America economic and trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF BODILY INJURY
TO INCLUDE MEDICAL MONITORING COSTS ENDORSEMENT

It is hereby agreed that Section VIII. **DEFINITIONS**, Paragraph B. **Bodily Injury** is deleted in its entirety and replaced with the following:

B. Bodily Injury means:

1. physical injury, sickness or disease sustained by any person, including death resulting therefrom. and solely with respect to this item B.1, any accompanying medical monitoring; or
2. mental anguish, emotional distress, or shock.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to Section II. EXCLUSIONS, Subsection 1. **COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

WAR

Arising directly or indirectly as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes civil war, insurrection, act of foreign enemy, civil commotion, factional civil commotion, military or usurped power, rebellion or revolution.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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MULTIPLE COVERAGES AGGREGATE LIMIT ENDORSEMENT

It is hereby agreed that Section V. **LIMITS OF COVERAGE; DEDUCTIBLE**, Paragraph E. **Multiple Coverages** is deleted in its entirety and replaced with the following:

E. Multiple Coverages - Each Incident Aggregate Limit

Subject to Paragraphs V.A. through V.D. above, if the same, related or continuous **Pollution Conditions** result in coverage under more than one Coverage under Coverages A through J, every applicable "Each Incident" limit of coverage among such coverage sections shall apply to the **Loss, Actual Loss, Extra Expense** and loss of **Rental Value**; however, the most the Company will pay for all **Loss, Actual Loss, Extra Expense** and loss of **Rental Value** arising from such **Pollution Conditions** shall not exceed the highest "Each Incident" limit of Coverage stated in Item 3 of the Declarations among all the coverage sections applicable to the **Loss, Actual Loss, Extra Expense** and loss of **Rental Value**.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

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OPTIONAL EXTENDED REPORTING DELETION ENDORSEMENT

It is hereby agreed that Section VII. **EXTENDED REPORTING PERIOD FOR CLAIMS - COVERAGES A THROUGH I, Paragraph B. Optional Extended Reporting Period**, is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY RESPONSE COSTS ENDORSEMENT

It is hereby agreed that:

1. Section I. **INSURING AGREEMENTS, 1. COVERAGES**, is amended by the addition of the following:

EMERGENCY RESPONSE COSTS

The Company will pay **Emergency Response Costs** resulting from **Pollution Conditions**. **Emergency Response Costs** must be first incurred by the **Insured** and reported to the Company during the **Policy Period**.

For this Coverage to apply, all of the following conditions must be satisfied:

1. The **Insured** must report the **Emergency Response Costs** to the Company, in writing, as provided in Section III. **NOTICE REQUIREMENTS AND CLAIM PROVISIONS**, as amended by this Endorsement.
2. Such **Pollution Conditions** must be unexpected and unintended from the standpoint of the **Insured**.

2. Section VIII. **DEFINITIONS** is amended by the addition of the following:

Emergency Response Costs means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, incurred in the remediation of soil, surfacewater, groundwater or other contamination that must be incurred:

- i. in response to **Pollution Conditions** that necessitate immediate action; and
- ii. within thirty-six (36) hours of the commencement of such **Pollution Condition(s)**; or as approved by the Company in writing.

3. Section VIII. **DEFINITIONS**, Paragraph N. **Loss** is deleted in its entirety and replaced with the following:

N. Loss means, under the applicable Coverages:

1. Monetary awards or settlements of compensatory damages; where allowable by law, punitive, exemplary, or multiple damages; and civil fines, penalties, or assessments for **Bodily Injury** or **Property Damage**;
2. Costs, charges and expenses incurred in the defense, investigation or adjustment of **Claims** for such compensatory damages or punitive, exemplary or multiple damages, and civil fines, penalties or assessments, or for **Clean-Up Costs**;
3. **Clean-Up Costs**; or

ENDORSEMENT NO. (Continued)

4. Emergency Response Costs.

- 4. Section III. NOTICE REQUIREMENTS AND CLAIMS PROVISIONS, Paragraph A. NOTICE OF POLLUTION CONDITIONS, CLAIMS AND INTERRUPTION is amended by the addition of the following:

When Emergency Response Costs have been incurred, the Insured shall forward to the Company within seven (7) days of the commencement of Pollution Conditions for which the Emergency Response Costs have been incurred, all information including but not limited to: the cause and location of the Pollution Conditions, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such Emergency Response Costs.

- 5. Section VI. CONDITIONS, Paragraph E. Voluntary Payments is deleted in its entirety and replaced with the following:

E. Voluntary Payments - No Insured shall voluntarily enter into any settlement, or make any payment or assume any obligation, without the Company's consent which shall not be unreasonably withheld, except at the Insured's own cost. However, this Condition shall not apply if such payment or obligation is an Emergency Response Costs or is pursuant to Environmental Laws that require immediate remediation of Pollution Conditions.

- 6. The following is added to Item 3. of the Declarations:

EMERGENCY RESPONSE COSTS:

Table with 2 columns: Description and Amount. Rows include Deductible - Each Incident (\$100,000), Each Incident Limit (\$250,000), and Coverage Section Aggregate Limit (\$250,000).

- 7. Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS APPLICABLE TO ALL COVERAGES, Paragraph G. ASBESTOS AND LEAD is deleted in its entirety and replaced with the following:

ASBESTOS AND LEAD:

Arising from asbestos or any asbestos-containing materials or lead based paint installed or applied in, on or to any building or other structure. This Exclusion does not apply to Claims for Bodily Injury or Property Damage or to Clean-Up Costs for the remediation of soil or groundwater.

- 8. References in Section I. INSURING AGREEMENTS, 2. LEGAL EXPENSE AND DEFENSE, Section III. NOTICE REQUIREMENTS AND CLAIM PROVISIONS, Paragraph A. NOTICE OF POLLUTION CONDITIONS, CLAIMS AND AN INTERRUPTION, and Section V. LIMITS OF COVERAGE; DEDUCTIBLE, to "Coverages A through I" shall be deemed to include Emergency Response Costs.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRO-RATA CANCELLATION WITH CLAIM OR POLLUTION CONDITION PROVISION ENDORSEMENT

It is hereby agreed that the following paragraph is added to the **CONDITIONS** Section, **Cancellation** subparagraph, of this Policy:

Notwithstanding the foregoing, in the event that during the **Policy Period** (i) a financial strength rating lower than A- is issued by A.M. Best Co., for the Company and (ii) there are no **Claims** or claims for **Clean-Up Costs** or any notice of **Pollution Conditions** reported under this Policy, this Policy may be canceled by the **Named Insured** by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. Furthermore, if such notice is provided to the Company within 30 days of the issuance of such financial strength rating, the Company shall calculate the return premium on a pro-rata basis without the application of a minimum earned premium provision or short rate penalty.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEWATERING ACTIVITIES EXCLUSION ENDORSEMENT

It is hereby agreed that the following exclusion is added to Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

DEWATERING:

arising from or associated with any de-watering activities for the purposes of or related to (i) construction or installation of any buildings, structures, systems or utilities; or (ii) regulatory reporting for the Insured Property.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MATERIAL CHANGE IN USE OF INSURED PROPERTY(S) EXCLUSION

It is hereby agreed that the following exclusion is added to Section II. EXCLUSIONS, 1., COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

MATERIAL CHANGE IN USE:

arising from a material change in use of the **Insured Property(s)** which results in a use which is different from the Intended Use disclosed in the application process and listed below:

Intended Use:

Any use permitted on the Insured Property pursuant to the MCAS Tustin Specific Plan/Reuse Plan or that certain Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus dated April 22, 2004

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF INSURED PROPERTIES

It is hereby agreed that the following location(s) is (are) included in Item 5 of the Declarations as **INSURED PROPERTY(S)**, subject to all of the terms and conditions of the Policy.

Item 5: INSURED PROPERTY(S):

As described in Exhibits B & C of the Agreement between the City of Tustin and the South Orange County Community College District for Conveyance of a Portion of MCAS, Tustin and the Establishment of an Advanced Technology Educational Campus, executed on March 10, 2004 and on file with the Company

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

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By:

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COVERAGES C AND F - PRE-EXISTING CONDITIONS ONLY ENDORSEMENT

It is hereby agreed that Section I., **INSURING AGREEMENTS, 1. COVERAGES C and F** are deleted in their entirety and replaced with the following:

COVERAGE C - THIRD-PARTY CLAIMS FOR ON-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions on or under the Insured Property that commenced prior to the Continuity Date shown below, if such Bodily Injury or Property Damage takes place while the person injured or property damaged is on the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

For purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage C:

Continuity Date: POLICY INCEPTION

COVERAGE F - THIRD-PARTY CLAIMS FOR OFF-SITE BODILY INJURY AND PROPERTY DAMAGE RESULTING FROM PRE-EXISTING CONDITIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage resulting from Pollution Conditions, beyond the boundaries of the Insured Property, that commenced prior to the Continuity Date shown below, and migrated from the Insured Property, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

For purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage F:

Continuity Date: POLICY INCEPTION

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TERRORISM EXCLUSION WITH CERTIFIED ACTS OF TERRORISM EXCEPTION PURCHASED
ENDORSEMENT**

This Policy is amended by the addition of the following Exclusion:

The Company has no obligation to make any payment or to provide or to pay for a defense under this Policy due to or arising directly or indirectly as a result of or in connection with **Terrorism**.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

This Exclusion does not apply to a certified "act of terrorism" which is defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 as follows:

ACT OF TERRORISM -

- (A) **CERTIFICATION** - The term "act of terrorism" means any act that is certified by the Secretary (of the Treasury), in concurrence with the Secretary of State, and the Attorney General of the United States -
- (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to --
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
 - (I) an air carrier or vessel (described in TRIA)
 - (II) the premises of a United States mission; and
 - (iv) to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) **LIMITATION** -- No act shall be certified by the Secretary as an act of terrorism if --
- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) **DETERMINATIONS FINAL** - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

ENDORSEMENT NO. (Continued)

(D) **NONDELEGATION** - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this Paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGES G AND H - NEW CONDITIONS ONLY ENDORSEMENT

It is hereby agreed that Section I. INSURING AGREEMENTS, 1. COVERAGES, COVERAGE G - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS and COVERAGE H - THIRD - PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS are deleted in their entirety and replaced with the following:

COVERAGE G - THIRD - PARTY CLAIMS FOR ON-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury or Property Damage of parties other than the owners, operators or contractors of the Non-Owned Location, or their employees, or Clean-Up Costs resulting from Pollution Conditions on or under the Non-Owned Location that commenced on or after the Continuity Date shown below, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

For purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage G:

Continuity Date: POLICY INCEPTION

COVERAGE H - THIRD - PARTY CLAIMS FOR OFF-SITE BODILY INJURY, PROPERTY DAMAGE OR CLEAN-UP COSTS - NON-OWNED LOCATIONS

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for Bodily Injury, Property Damage or Clean-Up Costs resulting from Pollution Conditions beyond the boundaries of the Non-Owned Location that commenced on or after the Continuity Date shown below, that migrated from the Non-Owned Location, provided such Claims are first made against the Insured and reported to the Company in writing during the Policy Period, or during the Extended Reporting Period if applicable.

For purposes of coverage provided by this Endorsement, the following Continuity Date applies to Coverage H:

Continuity Date: POLICY INCEPTION

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE I - NEW CONDITIONS ONLY ENDORSEMENT

It is hereby agreed that Section I. **INSURING AGREEMENTS, COVERAGES, COVERAGE I - POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO** is deleted in its entirety and replaced with the following:

COVERAGE I - POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO

To pay on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as a result of Claims for **Bodily Injury, Property Damage or Clean-up Costs** resulting from **Pollution Conditions** caused by **Transported Cargo** that commenced on or after the **Continuity Date** shown below, provided such **Claims** are first made against the **Insured** and reported to the Company in writing during the **Policy Period**, or during the **Extended Reporting Period** if applicable. This coverage shall not be utilized to evidence financial responsibility of any **Insured** under any federal, state, provincial or local law.

For the purposes of coverage provided by this Endorsement, the following **Continuity Date** applies to Coverage I:

Continuity Date: POLICY INCEPTION

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

SPECIMEN

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A EXCLUSION ENDORSEMENT

It is hereby agreed that the following is added to Section II. EXCLUSIONS:

COVERAGE A EXCLUSION

The following exclusion applies solely to Coverage A.

This Policy does not apply to **Clean-Up Costs** or **Claims for Clean-Up Costs**:

CONSTRUCTION OR SITE DEVELOPMENT:

Arising from the excavation, transportation, disposal, monitoring or remediation of petroleum hydrocarbons or any additives to or degradation by-products thereof provided:

- 1) such excavation, transportation, disposal, monitoring or remediation of soil is associated with or related to the development or construction activities on or under the **Insured Property**; and
- 2) such development or construction activities take place in an Area of Concern (AOC) as identified by the United States Department of the Navy or its contractors on or under the **Insured Property** which received a no further action letter prior to the **Inception Date**.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT TO THE DEFINITION OF
NON-OWNED LOCATIONS ENDORSEMENT**

It is hereby agreed as follows:

1. Section VIII. **DEFINITIONS, Q. Non-Owned Location** is deleted in its entirety and replaced with the following:

Q. Non-Owned Location means all waste treatment, waste storage or waste disposal facilities utilized by or on behalf of the **Named Insured** for waste generated from the **Insured Property**, provided that such facilities are :

1. Properly licensed to accept and dispose of waste and in compliance with applicable **Environmental Laws**;
2. As of the **Inception Date**, such facility is not listed, not proposed and has never been listed on the federal National Priorities List (Superfund), State equivalent list, or local equivalent list;
3. As of the **Inception Date**, such facility is not subject to Federal information requests under Section 104(e) of CERCLA or Section 3007 (a) of RCRA or, State or Local equivalent requests; and
4. As of the **Inception Date** or date that the waste is accepted from the **Named Insured**, whichever is later, the **Non-Owned Location**, its owners and operators are not in bankruptcy or financial insolvency.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF-INSURED RETENTION ENDORSEMENT

It is hereby agreed that the following changes are made to the Policy:

1. All references in Item 3 of the Declarations page to "Deductible" and within the Policy are replaced with "Self-Insured Retention" on each occasion.
2. Section **V. LIMITS OF COVERAGE; DEDUCTIBLE**, is re-titled "Section **V. LIMITS OF COVERAGE; SELF-INSURED RETENTION AND DEDUCTIBLE**".
3. Section **V. LIMITS OF COVERAGE; DEDUCTIBLE**, Paragraph **F. Deductible**, (1) Coverages A through I is deleted in its entirety and replaced with the following:

F. Self-Insured Retention - Coverages A through I; Deductible - Coverage J

(1) Self Insured Retention - Coverages A through I

Subject to Paragraphs **V.A. through V.E.** above, this Policy is to pay covered Loss, in excess of the Self-Insured Retention amount stated in Item 3 of the Declarations for the applicable coverage, up to but not exceeding the applicable "Each Incident" limit of coverage. The Self-Insured Retention amount is to be borne by the **Insured** and is not to be insured. The insurance provided by this Policy shall be excess over the applicable Self-Insured Retention amount shown in Item 3 of the Declarations, whether such Self-Insured Retention is collectible or not collectible by reason of the refusal or inability of the **Insured** to pay the retention amount due to insolvency, bankruptcy or any other reason. In no event shall the Company be responsible to make any payment under this Policy before the **Insured** has paid the Self-Insured Retention, and the risk of uncollectibility (in whole or in part) of such Self-Insured Retention is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.

Only one Self-Insured Retention shall apply to the same, related or continuous **Pollution Conditions**. In addition, if the same related or continuous **Pollution Conditions** result in coverage under more than one coverage under Coverages A through I, only the highest applicable Self-Insured Retention amount stated in Item 3 of the Declarations among all the coverage sections applicable to the Loss shall apply.

ENDORSEMENT NO. (Continued)

The Insured shall promptly reimburse the Company for advancing any element of Loss falling within the Self-Insured Retention.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSPORTED CARGO AMENDATORY ENDORSEMENT

It is hereby agreed that Section VIII. DEFINITIONS, Paragraph BB. Transported Cargo is deleted in its entirety and replaced with the following:

BB. Transported Cargo means goods, products or waste transported for delivery by a carrier properly licensed to transport such goods, products or waste and provided such goods, products or waste is transported to or from an Insured Property.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION CONDITION DEFINITION AMENDATORY ENDORSEMENT

It is hereby agreed that the Policy is amended as follows:

1. Section VIII. DEFINITIONS, Paragraph U. **Pollution Conditions**, is deleted in its entirety and replaced with the following:

U. Pollution Conditions means the discharge, dispersal, release or escape or illicit abandonment by a third party without the Insured's consent of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered. **Pollution Conditions** shall not include **Microbial Matter**.

2. Section VIII. DEFINITIONS, is amended by the addition of the following:

Microbial Matter means fungi, mold or mildew, whether or not such **Microbial Matter** is living.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**KNOWN CONDITIONS EXCLUSION WITH NO FURTHER ACTION CLAUSE AND BODILY INJURY
AND PROPERTY DAMAGE EXCEPTION ENDORSEMENT**

It is hereby agreed that the following is added to Section II. EXCLUSIONS, 1. COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:

KNOWN CONDITIONS:

Arising from or due to **Pollution Conditions** due to or associated with methyl tertiary butyl ether (MTBE), trichloroethylene (TCE) or 1, 2, 3-Trichloropropane (1, 2, 3- TCP) or any additives to or degradation by-products thereof in groundwater, on, under or migrating from the **Insured Property(ies)**.

However, this Exclusion shall not apply to **Claims for Bodily Injury or Property Damage**.

This Exclusion may be amended upon the receipt, satisfactory review and approval by the Company, in its sole discretion, of a Certificate of Closure, No Further Action Letter, or equivalent documentation issued by the applicable regulatory oversight agency with jurisdiction over subject closure or action. In the event that this Exclusion is amended, the amended Exclusion shall in any event exclude **Clean-Up Costs** incurred or **Claims for Clean-Up Costs** first made prior to the effective date of such amended Exclusion. The amendment of this Exclusion shall not be effective until endorsed onto the Policy.

All other terms, conditions and exclusions remain the same.

**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM:

Forms a part of policy no.:

Issued to:

By:

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEED RESTRICTION AMENDATORY ENDORSEMENT

It is hereby agreed that:

1. The following is added to Section II. **COMMON EXCLUSIONS - APPLICABLE TO ALL COVERAGES:**

DEED RESTRICTION / ENGINEERING CONTROL:

Arising from any Insured's material violation of or non-compliance with (a) any deed restriction or covenant that is recorded against the Insured Property as of the Continuity Date or is subsequently required to be recorded against the Insured Property during the Policy Period by any applicable Federal or State regulatory agency; or (b) any engineering control requirement of which the Insured has actual notice, if either (i) the Insured Property is subject to such engineering control requirement as of the Continuity Date or (ii) such engineering control requirement is subsequently imposed against the Insured Property during the Policy Period by any applicable Federal or State regulatory agency.

All other terms, conditions and exclusions remain the same.

Authorized Representative
or countersignature (where required by law)

AMERICAN INTERNATIONAL COMPANIES®

Name of Company to which Application is made (herein called the Company)

POLLUTION LEGAL LIABILITY APPLICATION

THIS IS AN APPLICATION FOR A CLAIMS-MADE POLICY

INSTRUCTIONS

The applicant is responsible for obtaining and reviewing whatever records are available, whether in their possession or in the public domain, which are necessary to answer any of the questions in this application. If necessary, use additional sheets to provide the requested information.

Applicant:

Mailing Address of Applicant:

City, State, Zip Code:

Telephone: Fax: web-site:

Proposed Insured Property Address:

City, State, Zip Code: (if multiple, please submit a schedule that include addresses for each property)

Subsidiaries or other related entities also requesting coverage:

Please provide audited financials and/or 10-Ks for the past two (2) fiscal years

Enclosed Information to follow Do not exist

- 1. Deductible: Each Loss* Limit of Liability Each Loss Limit of Liability Total all Losses

If any Environmental Site Assessment(s) is/are available, please include. None Available Included

2. Indicate Policy Term Desired: 1 year 3 years 5 years

If multiple properties are being considered, submit separate applications for each property, or attach a schedule that, for each property, indicates the address and responses to Items 3. thru 9. below.

3. Indicate Current Property Use, if more than one use (e.g. mixed use) click all that apply:

- Habitational Office/Hotel Retail Warehouse/Light Industrial Industrial Other -Specify

4. Is a change in use anticipated during the Policy Term indicated above? No Yes, other use is:
 Habitational Office/Hotel Retail Warehouse/Light Industrial Industrial
 Other -Specify: _____

5. Indicate prior uses of property. Check all that apply.
 Habitational Office/Hotel Retail Warehouse/Light Industrial Industrial
 Other -Specify: _____

6. Indicate any of the following operations currently conducted at the property address.
 Service Station Dry Cleaning Auto Service/Repair Manufacturing/Assembly
 Hazardous Waste Generation - Is waste storage area in compliance with regulations? Y N
 None of the above

7. Indicate any of the following uses at adjacent properties.
 Habitational Office/Hotel Retail Warehouse/Light Industrial Industrial
 Other -Specify: _____

8. Are there or were there ever any underground storage tanks located on the property?
 No Yes, indicate size and contents:

If "Yes" but are no longer in use, have the tanks been closed in accordance with applicable regulations?
 No Yes, attach evidence of proper closure (NFA letter, closure letters, etc.).

9. Are there any above ground storage tanks on the property?
 No Yes, indicate contents and quantity for each tank:

10. Indicate optional coverages or endorsements desired (e.g., microbial matter coverage). An additional premium may apply.

11. Are you the occupant of the property being submitted? No Yes
If "No", do you (a) have lease restrictions on the use of hazardous substances? No Yes
(b) require environmental indemnities from the tenant(s)? No Yes

12. Do you have any contracting or other service operations that you carry out outside the boundaries of the proposed Insured Property that use hazardous substances? No Yes
If "Yes", please provide us with a description of each contracting or service operation below with corresponding revenues associated with such activities:
a) _____
b) _____
c) _____
d) _____

13. How many more properties do you anticipate acquiring during the proposed policy term for coverage under the policy?

14. Do you have an environmental due diligence plan for future acquisition(s)? No Yes
(please attach along with your submission)

15. A. In the last five years, has the applicant had any reportable releases or spills of hazardous substances, hazardous wastes, or any other pollutants as defined by applicable environmental statutes or regulations?

No Yes, provide details.

B. In the last five years, has the applicant been prosecuted or is the applicant currently being prosecuted for contravention of any standard or law relating to the release or threatened release of a hazardous substance, hazardous waste or other pollutant as defined by applicable environmental statutes or regulations?

No Yes, provide details.

C. List all claims made against the applicant during the past five years for cleanup or response action, "toxic tort" or other bodily injury, or property damage, resulting from the release of hazardous substances, hazardous waste, or other pollutant, from this location or other locations owned or operated by the applicant, into the environment. Attach a brief description of the claim(s) and their disposition. None to report.

For the purpose of Question D. below, "YOU" means the manager or supervisor of the applicant responsible for environmental affairs, control or compliance, or any manager of the location(s) which is the subject of this application, or any officer, director or partner of the applicant.

D. At the time of the signing of this application, do you know any facts or circumstances which may reasonably be expected to result in a claim or claims being asserted against your company for environmental cleanup, or for bodily injury or property damage arising from the release of pollutants into the environment?

No Yes If "Yes", attach details to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE

COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

The applicant represents that the above statements and facts are true and that no material facts have been suppressed or misstated.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. Applicant's acceptance of Company's quotation and Company's written agreement to be bound are required to bind coverage and to issue a policy. It is agreed that this form shall be the basis of the contract should a policy be issued, and will be attached to the policy and made a part thereof.

All written statements and materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

If an order to bind coverage is received, the application will be attached to the policy so it is necessary that all questions be answered in detail.

The applicant understands and recognizes that this Policy is issued based upon the Company's reliance on the accuracy of the information disclosed and the truth of the statements made herein and in the disclosure process. The applicant further recognizes that any breach of the foregoing warranties could have a material adverse affect on the Company.

The applicant further declares, warrants and represents that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the company of such changes, and the Company may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

I hereby certify to the truth of the foregoing and that I am authorized to execute the foregoing warranty and representation on behalf of the applicant.

APPLICANT

SIGNATURE OF OFFICER OR OWNER

DATE

PRINT NAME AND TITLE

BROKERAGE FIRM

ADDRESS OF BROKERAGE FIRM

CONTACT PERSON AND TELEPHONE NUMBER

EMAIL ADDRESS

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratification

BACKGROUND

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the Contingency Reserve.

STATUS

In accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations delineated on EXHIBIT A is presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TRANSFER OF BUDGET APPROPRIATIONS

Journal Number	Account	Description	From	To
BR10-00025	01-5812-0-000-7-012-000-6610	CONTRACT SVCS-SOFTWARE LIC/MAINT/INTRNET ACCESS	\$11,000.00	
	01-6412-0-000-7-012-000-6610	SOFTWARE	\$3,000.00	
	01-6410-0-000-7-012-000-6610	NEW EQUIPMENT	\$750.00	
	01-5374-0-000-7-012-000-6610	MEMBERSHIPS	\$250.00	
	01-5153-0-000-7-012-000-6610	CONSULTANT		\$15,000.00
			<u>\$15,000.00</u>	<u>\$15,000.00</u>
Journal Number	Account	Description	From	To
BR10-00038	01-2141-1-203-4-080-093-6310	REG CLERICAL/SEC STAFF (NON-INSTRUCT), CONTRACT	\$22,696.00	
	01-3420-1-203-4-080-093-6310	HEALTH & WELFARE - CLASSIFIED NON-INSTRUCT STAFF	\$2,000.00	
	01-5811-1-203-4-080-093-6310	CONTRACT SERVICES		\$24,696.00
			<u>\$24,696.00</u>	<u>\$24,696.00</u>
Journal Number	Account	Description	From	To
BR10-00039	01-1313-0-000-4-022-099-3901	TEMP CLASSROOM FACULTY, PART-TIME	\$165,078.00	
	01-1414-0-000-4-035-077-6430	TEMP NON-CLASSROOM FACULTY, SUMMER		\$30,773.00
	01-3220-0-000-4-035-077-6430	PERS - NON-INSTRUCTIONAL STAFF		\$3,991.00
	01-5999-0-000-4-035-077-6430	BALANCING ACCOUNT		\$29,345.00
	01-7600-0-000-4-035-077-6430	OTHER PAYMENTS TO STUDENTS		\$78,063.00
	01-5999-0-000-4-022-000-6620	BALANCING ACCOUNT		\$3,562.00
	01-1413-0-000-4-073-074-6320	TEMP NON-CLASSROOM FACULTY, PART-TIME		\$513.00
	01-1317-0-000-4-025-068-4900	TEMP CLASSROOM FACULTY, BANKED OVERLOAD		\$18,831.00
			<u>\$165,078.00</u>	<u>\$165,078.00</u>
Journal Number	Account	Description	From	To
BR10-00040	01-5999-0-000-4-022-000-6620	BALANCING ACCOUNT	\$20,000.00	
	01-2483-0-000-4-070-069-1001	TEMP SHORT-TERM STAFF (INSTRUCT), HOURLY		\$20,000.00
			<u>\$20,000.00</u>	<u>\$20,000.00</u>
Journal Number	Account	Description	From	To
BR10-00042	01-1413-1-207-1-051-074-6310	TEMP NON-CLASSROOM FACULTY, PART-TIME	\$7,392.00	
	01-2383-1-207-1-051-074-6310	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY		\$7,392.00
			<u>\$7,392.00</u>	<u>\$7,392.00</u>
Journal Number	Account	Description	From	To
BR10-00043	01-4600-0-000-1-021-078-6530	NON-INSTRUCTIONAL SUPPLIES & MATERIALS	\$9,000.00	
	01-6410-0-000-1-021-062-6772	NEW EQUIPMENT		\$9,000.00
			<u>\$9,000.00</u>	<u>\$9,000.00</u>
Journal Number	Account	Description	From	To
BR10-00045	01-1315-1-219-1-058-036-1305	TEMP CLASSROOM FACULTY, STIPENDS & PROJECTS	\$3,000.00	
	01-2342-1-219-1-058-036-1305	NON-INSTRUCTIONAL CLASSIFIED, OVERTIME	\$42,521.00	
	01-6410-1-219-1-058-036-1305	NEW EQUIPMENT		\$12,521.00
	01-4600-1-219-1-058-036-1305	NON-INSTRUCTIONAL SUPPLIES & MATERIALS		\$3,000.00
	01-5811-1-219-1-058-036-1305	CONTRACT SERVICES		\$30,000.00
			<u>\$45,521.00</u>	<u>\$45,521.00</u>
Journal Number	Account	Description	From	To
BR10-00046	01-4600-0-000-1-021-078-6530	NON-INSTRUCTIONAL SUPPLIES & MATERIALS	\$9,000.00	
	01-6410-0-000-1-021-062-6772	NEW EQUIPMENT		\$9,000.00
			<u>\$9,000.00</u>	<u>\$9,000.00</u>

Journal Number	Account	Description	From	To
BR10-00047	01-2383-2-100-1-050-000-4900 01-5153-2-100-1-050-000-4900	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY CONSULTANT	\$16,025.00	\$16,025.00
			<u>\$16,025.00</u>	<u>\$16,025.00</u>
Journal Number	Account	Description	From	To
BR10-00048	01-5270-2-209-1-024-000-6499 01-6410-2-209-1-024-000-6499 01-2346-2-209-1-024-000-6499 01-4580-2-209-1-024-000-6499 01-5810-2-209-1-024-000-6499 01-4600-2-209-1-024-000-6499 01-1315-2-209-1-024-000-6499	CONFERENCES/TRAVEL NEW EQUIPMENT NON-INSTRUCTIONAL CLASSIFIED, SUBSTITUTES IN-HOUSE DUPLICATING, PRINTING, GRAPHICS CONTRACTED PRINTING NON-INSTRUCTIONAL SUPPLIES & MATERIALS TEMP CLASSROOM FACULTY, STIPENDS & PROJECTS	\$3,020.00 \$10,500.00 \$5,000.00	\$5,000.00 \$3,020.00 \$3,000.00 \$7,500.00
			<u>\$18,520.00</u>	<u>\$18,520.00</u>
Journal Number	Account	Description	From	To
BR10-00058	07-2383-1-048-4-080-093-6011 07-6410-1-048-4-080-093-6011	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY NEW EQUIPMENT	\$60,000.00	\$60,000.00
			<u>\$60,000.00</u>	<u>\$60,000.00</u>
Journal Number	Account	Description	From	To
BR10-00060	01-1313-0-000-4-022-099-3901 01-5999-0-000-4-022-000-6620	TEMP CLASSROOM FACULTY, PART-TIME BALANCING ACCOUNT	\$20,000.00	\$20,000.00
			<u>\$20,000.00</u>	<u>\$20,000.00</u>
Journal Number	Account	Description	From	To
BR10-00063	01-1111-2-061-1-054-033-1230 01-1312-2-061-1-054-033-1230 01-5811-2-061-1-054-033-1230 01-1313-2-061-1-054-033-1230 01-1111-2-061-1-054-033-1230 01-6411-2-061-1-054-033-1230	REG CLASSROOM FACULTY, CONTRACT TEMP CLASSROOM FACULTY, OVERLOAD CONTRACT SERVICES TEMP CLASSROOM FACULTY, PART-TIME REG CLASSROOM FACULTY, CONTRACT NEW EQUIPMENT - TECHNOLOGY	\$4,950.00 \$4,900.00 \$3,480.00 \$4,964.00 \$4,990.00	\$23,284.00
			<u>\$23,284.00</u>	<u>\$23,284.00</u>
Journal Number	Account	Description	From	To
BR10-00064	01-2383-2-100-1-050-000-4900 01-5830-2-100-1-050-000-4900	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY ADVERTISING	\$8,000.00	\$8,000.00
			<u>\$8,000.00</u>	<u>\$8,000.00</u>
Journal Number	Account	Description	From	To
BR10-00066	01-1111-2-061-1-054-033-1230 01-1312-2-061-1-054-033-1230 01-1313-2-061-1-054-033-1230 01-2383-2-061-1-054-033-1230 01-6411-2-061-1-054-033-1230	REG CLASSROOM FACULTY, CONTRACT TEMP CLASSROOM FACULTY, OVERLOAD TEMP CLASSROOM FACULTY, PART-TIME TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY NEW EQUIPMENT - TECHNOLOGY	\$4,850.00 \$4,800.00 \$4,850.00 \$4,800.00	\$19,300.00
			<u>\$19,300.00</u>	<u>\$19,300.00</u>
Journal Number	Account	Description	From	To
BR10-00071	01-1313-0-000-4-022-099-3901 01-5173-0-000-4-022-000-6750 01-5270-0-000-4-022-000-6750	TEMP CLASSROOM FACULTY, PART-TIME LECTURER/GUEST SPEAKER CONFERENCES/TRAVEL	\$11,713.00	\$2,713.00 \$9,000.00
			<u>\$11,713.00</u>	<u>\$11,713.00</u>

Journal Number	Account	Description	From	To
BR10-00076	01-6412-1-050-4-034-089-6950	SOFTWARE	\$14,000.00	
	01-6410-1-050-4-034-089-6950	NEW EQUIPMENT	\$1,000.00	
	01-5999-2-050-4-034-089-6950	BALANCING ACCOUNT	\$7,700.00	
	01-5651-2-045-4-034-000-6771	EQUIPMENT MAINTENANCE AGREEMENTS	\$500.00	
	01-6410-2-050-4-034-089-6950	NEW EQUIPMENT	\$5,800.00	
	01-6120-1-050-4-021-079-6550	SITE IMPROVEMENT - CONTRACT SERVICES		\$15,000.00
	01-6120-2-050-4-021-079-6550	SITE IMPROVEMENT - CONTRACT SERVICES		\$14,000.00
			\$29,000.00	\$29,000.00
Journal Number	Account	Description	From	To
BR10-00078	01-1315-1-219-1-058-036-1305	TEMP CLASSROOM FACULTY, STIPENDS & PROJECTS	\$9,900.00	
	01-2342-1-219-1-058-036-1305	NON-INSTRUCTIONAL CLASSIFIED, OVERTIME	\$22,000.00	
	01-4600-1-219-1-058-036-1305	NON-INSTRUCTIONAL SUPPLIES & MATERIALS		\$12,000.00
	01-5811-1-219-1-058-036-1305	CONTRACT SERVICES		\$19,900.00
			\$31,900.00	\$31,900.00
Journal Number	Account	Description	From	To
BR10-00081	01-2141-1-022-4-035-077-6310	REG CLERICAL/SEC STAFF (NON-INSTRUCT), CONTRACT	\$1,105.00	
	01-3220-1-022-4-035-077-6310	PERS - NON-INSTRUCTIONAL STAFF	\$151.00	
	01-3320-1-022-4-035-077-6310	OASDI - NON-INSTRUCTIONAL STAFF	\$98.00	
	01-3420-1-022-4-035-077-6310	HEALTH & WELFARE - CLASSIFIED NON-INSTRUCT STAFF	\$93.00	
	01-3520-1-022-4-035-077-6310	UNEMPLOYMENT INSURANCE - NON-INSTRUCT STAFF	\$5.00	
	01-3620-1-022-4-035-077-6310	WORKERS' COMP INSURANCE - NON-INSTRUCT STAFF	\$24.00	
	01-4600-1-022-4-035-077-6310	NON-INSTRUCTIONAL SUPPLIES & MATERIALS	\$200.00	
	01-5270-1-022-4-035-077-6310	CONFERENCES/TRAVEL	\$500.00	
	01-7500-1-022-4-035-077-6310	STUDENT FINANCIAL AID	\$13,030.00	
	01-7600-1-022-4-035-077-6310	OTHER PAYMENTS TO STUDENTS	\$5,712.00	
	01-5999-1-022-4-035-077-6310	BALANCING ACCOUNT		\$20,865.00
	01-3360-1-022-4-035-077-6310	MEDICARE - NON-INSTRUCTIONAL STAFF		\$53.00
			\$20,918.00	\$20,918.00
Journal Number	Account	Description	From	To
BR10-00082	01-1211-1-023-4-035-077-6430	REG NON-CLASSROOM FACULTY, CONTRACT	\$24,635.00	
	01-1414-1-023-4-035-077-6430	TEMP NON-CLASSROOM FACULTY, SUMMER	\$14,226.00	
	01-2141-1-023-4-035-077-6430	REG CLERICAL/SEC STAFF (NON-INSTRUCT), CONTRACT	\$92,555.00	
	01-2383-1-023-4-035-077-6430	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY	\$39,288.00	
	01-3120-1-023-4-035-077-6430	STRS - NON-INSTRUCTIONAL STAFF	\$4,482.00	
	01-3220-1-023-4-035-077-6430	PERS - NON-INSTRUCTIONAL STAFF	\$2,910.00	
	01-3320-1-023-4-035-077-6430	OASDI - NON-INSTRUCTIONAL STAFF	\$1,945.00	
	01-3360-1-023-4-035-077-6430	MEDICARE - NON-INSTRUCTIONAL STAFF	\$885.00	
	01-3420-1-023-4-035-077-6430	HEALTH & WELFARE - CLASSIFIED NON-INSTRUCT STAFF	\$18,564.00	
	01-3430-1-023-4-035-077-6430	HEALTH & WELFARE - ACADEMIC NON-CLASSROOM STAFF	\$2,437.00	
	01-3520-1-023-4-035-077-6430	UNEMPLOYMENT INSURANCE - NON-INSTRUCT STAFF	\$159.00	
	01-3620-1-023-4-035-077-6430	WORKERS' COMP INSURANCE - NON-INSTRUCT STAFF	\$1,906.00	
	01-5270-1-023-4-035-077-6430	CONFERENCES/TRAVEL	\$3,000.00	
	01-5810-1-023-4-035-077-6430	CONTRACTED PRINTING	\$1,250.00	
	01-5840-1-023-4-035-077-6430	POSTAGE	\$1,250.00	
	01-7600-1-023-4-035-077-6430	OTHER PAYMENTS TO STUDENTS	\$25,000.00	
	01-5999-1-023-4-035-077-6430	BALANCING ACCOUNT		\$232,308.00
	01-3220-1-023-4-035-077-6460	PERS - NON-INSTRUCTIONAL STAFF		\$100.00
	01-4200-1-023-4-035-077-6430	BOOKS, MAGAZINES & PERIODICALS		\$250.00
	01-4580-1-023-4-035-077-6430	IN-HOUSE DUPLICATING, PRINTING & GRAPHICS		\$500.00
	01-4600-1-023-4-035-077-6430	NON-INSTRUCTIONAL SUPPLIES & MATERIALS		\$450.00
	01-4900-1-023-4-035-077-6430	AWARDS/RECOGNITION		\$384.00
	01-5651-1-023-4-035-077-6430	EQUIPMENT MAINTENANCE AGREEMENTS		\$500.00
			\$234,492.00	\$234,492.00

Journal Number	Account	Description	From	To
BR10-00083	01-1413-1-024-4-035-075-6420	TEMP NON-CLASSROOM FACULTY, PART-TIME	\$30,000.00	
	01-1414-1-024-4-035-075-6420	TEMP NON-CLASSROOM FACULTY, SUMMER	\$11,951.00	
	01-2141-1-024-4-035-075-6420	REG CLERICAL/SEC STAFF (NON-INSTRUCT), CONTRACT	\$42,955.00	
	01-2251-1-024-4-035-075-6420	REG TECHNICAL/PARAPRO STAFF (INSTRUCT) CONTRACT	\$812.00	
	01-2383-1-024-4-035-075-6420	TEMP SHORT-TERM STAFF (NON-INSTRUCT), HOURLY	\$6,000.00	
	01-2483-1-024-4-035-075-6420	TEMP SHORT-TERM STAFF (INSTRUCTIONAL), HOURLY	\$16,000.00	
	01-3120-1-024-4-035-075-6420	STRS - NON-INSTRUCTIONAL STAFF	\$3,791.00	
	01-3210-1-024-4-035-075-6420	PERS - INSTRUCTIONAL STAFF	\$474.00	
	01-3220-1-024-4-035-075-6420	PERS - NON-INSTRUCTIONAL STAFF	\$4,192.00	
	01-3320-1-024-4-035-075-6420	OASDI - NON-INSTRUCTIONAL STAFF	\$713.00	
	01-3360-1-024-4-035-075-6420	MEDICARE - NON-INSTRUCTIONAL STAFF	\$406.00	
	01-3420-1-024-4-035-075-6420	HEALTH & WELFARE - CLASSIFIED NON-INSTRUCT STAFF	\$9,982.00	
	01-3520-1-024-4-035-075-6420	UNEMPLOYMENT INSURANCE - NON-INSTRUCT STAFF	\$198.00	
	01-3620-1-024-4-035-075-6420	WORKERS' COMP INSURANCE - NON-INSTRUCT STAFF	\$1,527.00	
	01-4200-1-024-4-035-075-6420	BOOKS, MAGAZINES & PERIODICALS	\$300.00	
	01-4300-1-024-4-035-075-6420	INSTRUCTIONAL SUPPLIES & MATERIALS	\$316.00	
	01-4600-1-024-4-035-075-6420	NON-INSTRUCTIONAL SUPPLIES & MATERIALS	\$500.00	
	01-5270-1-024-4-035-075-6420	CONFERENCES/TRAVEL	\$1,357.00	
	01-5810-1-024-4-035-075-6420	CONTRACTED PRINTING	\$1,193.00	
	01-5811-1-024-4-035-075-6420	CONTRACT SERVICES	\$15,346.00	
	01-6410-1-024-4-035-075-6420	NEW EQUIPMENT	\$1,997.00	
	01-5999-1-024-4-035-075-6420	BALANCING ACCOUNT		\$149,578.00
	01-3350-1-024-4-035-075-6420	MEDICARE - INSTRUCTIONAL STAFF		\$169.00
	01-3411-1-024-4-035-075-6420	HEALTH & WELFARE - CLASSIFIED INSTRUCTIONAL STAFF		\$83.00
	01-5840-1-024-4-035-075-6420	POSTAGE		\$200.00
			<u>\$150,010.00</u>	<u>\$150,010.00</u>
			<u>\$938,849.00</u>	<u>\$938,849.00</u>

Recommended for Ratification

By The Board of Trustees of South Orange County Community College District

Saddleback College

Journal Number	BR10-00004	BR10-00022	BR10-00051
	BR10-00005	BR10-00023	BR10-00052
	BR10-00006	BR10-00024	BR10-00054
	BR10-00007	BR10-00028	BR10-00055
	BR10-00008	BR10-00029	BR10-00057
	BR10-00009	BR10-00030	BR10-00062
	BR10-00011	BR10-00031	BR10-00067
	BR10-00012	BR10-00032	BR10-00069
	BR10-00013	BR10-00033	BR10-00072
	BR10-00015	BR10-00034	BR10-00073
	BR10-00016	BR10-00035	BR10-00074
	BR10-00017	BR10-00036	BR10-00077
	BR10-00018	BR10-00037	BR10-00080
	BR10-00019	BR10-00044	BR10-00085
	BR10-00020	BR10-00049	BR10-00087
	BR10-00021	BR10-00050	

Irvine Valley College

Journal Number	BR10-00014	BR10-00053	BR10-00070
	BR10-00026	BR10-00056	BR10-00075
	BR10-00027	BR10-00059	BR10-00079
	BR10-00041	BR10-00061	BR10-00084

District Services

Journal Number	BR10-00002	BR10-00003	BR10-00065
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ATEP

Journal Number	BR10-00068	BR10-00086	
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TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Agreement for Legal Services: Jones Day
ACTION: Ratification

BACKGROUND

A complaint was filed with the United States District Court, Central District of California on November 19, 2009 relating to official prayer or religious theme programs at Saddleback College or District events for college students or faculty.

STATUS

Legal work needed to be done promptly to meet the timeline of the courts and Jones Day was directed to begin work. A tentative agreement was made with an hourly rate of \$425.00 plus costs and expenses incurred. Board action is required to formalize the agreement.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the agreement (EXHIBIT A) with Jones Day.

JONES DAY

3161 MICHELSON DRIVE • SUITE 800 • IRVINE, CALIFORNIA 92612

TELEPHONE: (949) 851-3939 • FACSIMILE: (949) 553-7539

Direct Number: (949) 553-7516
javogt@jonesday.com

JP992203

December 9, 2009

Dr. Raghu P. Mathur
Chancellor
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Donald Wagner
John S. Williams
Thomas A. Fuentes
David B. Lang
William O. Jay
Nancy M. Padberg,
Marcia Milchiker
Raghu P. Mathur
c/o South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Tod A. Burnett
President
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692-3635

Re: Engagement Letter
Karla Westphal, et al. v. Donald P. Wagner, et al.
USDC, Central District of California, Case No. CV09-08528 CBM (ANx)

Dear Dr. Mathur:

This letter confirms the scope, terms and conditions of our engagement by South Orange County Community College District ("SOCCCD") and each of you individually with respect to: the litigation brought against SOCCCD's Board of Trustees and Chancellor and the President of Saddleback College in both their official and individual capacities and styled as *Westphal, et al. v. Wagner, et al.*, U.S.D.C. Central District of California, Case No. CV09-08528 CBM (the

IRI-1156v1

Dr. Raghu P. Mathur
December 9, 2009
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“Action”). Each of the individuals to whom this Engagement Letter is addressed currently are named as individual defendants in the Action. They are collectively referred to herein as Individual Defendants. Thank you for retaining Jones Day in this engagement and for your consideration and cooperation concerning the matters covered in this letter.

1. **Limited Scope of Engagement and Client Relationship**

SOCCCD and the Individual Defendants have asked us to represent each of the Individual Defendants jointly in the Action as set forth above. Any new or expanded engagement beyond that described above will require our agreement. Similarly, except as expressly set forth in this letter, any representation in this engagement of any person or entity other than SOCCCD and the Individual Defendants in the Action, such as a later added defendant, parent, subsidiary or other direct or indirect affiliate of SOCCCD, will require our agreement. That is, our clients are, and we are entering into an attorney-client relationship with, SOCCCD and the Individual Defendants in the Action. Please advise any of SOCCCD’s direct or indirect affiliates or any of your or their members, partners, managers, or other investors or controlling persons who express any uncertainty or different understanding, that this engagement does not include any undertaking by Jones Day to represent any of them or create any attorney/client relationship between Jones Day and any of them.

2. **Joint Representation**

As Jones Day will be representing all of the Individual Defendants as well as the interests of SOCCCD in the Action, we wish to confirm certain matters with you pertaining to our joint representation. Subsection C of Rule 3-310 of the California rules of Professional Conduct applicable to attorneys licensed in California (“members”) provides as follows:

- (C) A member shall not, without informed written consent of each client:
 - (1) Accept representation of more than one client in a matter in which the interests of the clients potentially conflict; or
 - (2) Accept or continue representation of more than one client in a matter in which the interests of the clients actually conflict; or
 - (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.

Dr. Raghu P. Mathur
December 9, 2009
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To ensure that SOCCCD and the Individual Defendants each have the necessary information to make an informed decision regarding Jones Day's joint representation in accordance with this provision, we wish to confirm that each of the signatories to this Engagement Letter is aware of our current representation of each of the other signatories. Jones Day does not believe, and has not been provided any information to suggest, that a conflict exists with respect to its joint representation of the signatories of this letter.

It is, however, possible that future events during the course of our representation of SOCCCD and the Individual Defendants might result in an actual conflict that we are presently unable to foresee. By way of example only, SOCCCD's and certain Individual Defendants' interests and objectives in the Action may diverge from those of the other Individual Defendants. As such, there is the potential for conflicts of interest to arise in any joint representation. In this regard, our joint representation of each of you has significant implication that each of you should consider. For example, rather than our vigorously assertion a single clients' interest on an issue, there may be occasions where there could be a balancing or interests between or among each of you. Further, jointly represented clients interests may diverge as a result of a variety of circumstances, including by way of example only, conflicting instructions by the jointly represented clients, disputes among the clients, objective or interests of one client that are detrimental to another client, request by individual clients to advocate inconsistent legal positions, previous relationships between the attorney and one or more of the jointly represented clients that may impact his or her independent professional judgment on behalf of all jointly represented clients, disputes among the jointly represented clients concerning the obligation to pay counsel's fees, conflicting demands on the original file at the conclusion of the representation, and disclosures of information to counsel by one client who insists that the information not be disclosed to other clients.

Ordinarily, communications between an attorney and client are privileged, and an adversary cannot compel disclosure of such communications. When multiple parties are jointly represented by the same counsel, however, communications between counsel and any of the joint clients are not privileged in connection with any later litigation among those clients. With respect to confidentiality between or among each of you, each of you agree that our representation will be governed by the following principle: if Jones Day learns something from one of you, which is relevant to another of you and, in our judgment, require for his, her or its effective representation in this engagement, we will disclose such information to that client, subject to our professional responsibilities, even if the information is something that the disclosing client would have liked to be kept secret. Consequently, if there is something that you do not wish to disclose to us because of the chance that it may be disclosed to the other jointly represented clients, you should promptly consider the retention of other counsel.

By signing this Engagement Letter, you agree to promptly notify Jones Day of any situation of which you are aware that could create or have crated a conflict of interest between or

Dr. Raghu P. Mathur
 December 9, 2009
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among each of you to enable Jones Day to evaluate the situation and take any appropriate steps under the circumstances during the course of our representation. In the event of such a conflict, we will have to make a determination in our best judgment as to whether Jones Day may continue the representation under the terms of a further written consent, or whether we may be obliged to withdraw from the representation. The consequences of such a situation may include, without limitation: one or more of you may have to retain new counsel and incur unanticipated costs of getting new counsel familiarized with the matter; one or more of you may not be able to use counsel of your choice; a court, judge or other similar entity or individual may determine that Jones Day must be disqualified from continuing to representation one of more of you; any confidential information shared in any joint representation context may be use by one jointly represented party against another.

Notwithstanding the foregoing, each of you agree that Jones Day may continue to represented other Individual Defendants and/or SOCCCD if such a conflict or dispute were to arise, despite any adversity that will or may then be present between or among SOCCCD and any of the Individual Defendants, and each of the Individual Defendants agree not to assert any such conflict to seek to preclude, challenge or otherwise disqualify Jones Day from continuing to represent SOCCCD or the Individual Defendants in the Action or related matters if we determine such representation is permissible under our ethical obligations, notwithstanding any adversity that may develop. In providing such consent, each of the Individual Defendants acknowledge that, in circumstances where a joint representation existed, communications between counsel and any of the joint client are not privileged in connection with any later litigation between or among those clients and, therefore, any such information any of the Individual Defendants have disclosed to Jones Day may be disclosed to and used by any of the other jointly represented parties.

In addition, each of you agree that, if an actual conflict develops between any one or more of the Individual Defendants, on the on hand, and SOCCCD and other Individual Defendants, on the other hand, or if any of the Individual Defendants wish to discharge Jones Day at any time: (1) Jones Day may nevertheless continue to represent SOCCCD and the other Individual Defendants in this or related matters and may withdraw from representing the Individual Defendants whose interests conflict with SOCCCD and who wish to discharge the Firm, (2) such Individual Defendants will not assert any conflict or seek to preclude, challenge or otherwise disqualify the Firm from representing SOCCCD and the other Individual Defendants in this or related matters, and (3) the Firm will be permitted to use information obtained from such Individual Defendants on behalf of SOCCCD and the other Individual Defendants in this or related matters, even if the information is something the Individual Defendants whose interests conflict would have liked to be kept confidential.

We further understand that SOCCCD will be initially responsible for paying the attorneys' fees and expenses related to the services provided by Jones Day in this engagement.

Dr. Raghu P. Mathur
December 9, 2009
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We further understand that SOCCCD, though ultimately responsible to Jones Day for any amounts due and payable in connection with this engagement, thereafter will look to payment from its insurance carriers. If it is determined, pursuant to the terms of any applicable indemnification agreement or applicable law, that an Individual Defendant is not entitled to indemnification from SOCCCD for attorneys' fees and expenses in connection with the Action, such Individual Defendant should seek advice from independent counsel.

In accordance with Rule 3-310(F) of the California Rules of Professional Conduct, Jones Day cannot accept compensation for representing a client from any party other than that client unless: (1) there is no interference with Jones Day's independence of profession judgment or with the client-lawyer relationship; (2) the information relating to representation of the client is protected as required by Section 6068(e) of the California Business and Professions Code, and (3) Jones Day obtains the informed written consent of the client. Section 6068(e) provides, in pertinent part, that it is an attorney's duty: "(1) To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client." In cases of joint representation, however, this provision is qualified by Section 962 of the California Evidence Code which provides: "Where two or more clients have retained or consulted a lawyer upon a matter of common interest, none of them, nor their successor in interest or any of them, may claim a privilege under this article as to a communication made in the course of that relationship when such communication is offered in a civil proceeding between one of such client (or his successor in interest) and another of such clients (or his successor interest)."

At present, we do not foresee that SOCCCD's agreement to pay for Jones Day's representation of the Individual Defendants in the Action nor payment for the services hereunder by any of SOCCCD's insurance carriers will interfere with Jones Day's ability to exercise its independent professional judgment or its lawyer-client relationship with each of you. Further, we do not believe that existing circumstances as we know them at this time would preclude us from being able to competently represent each of you jointly. Again, however, future circumstances could arise or existing facts could be brought to our attention in the future that may impact our duties in this regard.

By signing this Engagement Letter, each of you acknowledges that you have been advised of the potential conflicts associated with this representation; that as a result of the joint-client exception to the attorney-client privilege, any confidences between or among you with respect to the matter are waived; that you are aware of our current representations of SOCCCD and the other Individual Defendants; that you are aware of the potential consequences arising from conflicts of interest; that, notwithstanding the waivers and consents herein, depending on the circumstances, there remains a degree of risk that the Firm would be disqualified from representing any of you in the event of a dispute; and that you nevertheless want us to represent you jointly in connection with this engagement on the terms contained herein. In deciding whether to consent to joint representation under these circumstances, each of you should

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consider all the potential adverse consequences of giving consent. The Firm also encourages you to consult with independent counsel of your choice before consenting. By signing this agreement, you agree that you have had the opportunity to consult with other counsel with respect to the terms and conditions of these provisions, your consent to the provision in this Section is both voluntary and fully informed and you intend for your consent to be effective and fully enforceable, and to be relied upon by Jones Day.

3. Staffing

You have designated Dr. Raghu Mathur as the person from whom we will take direction and to whom we will report in connection with this engagement. I will have primary responsibility for this engagement and will be assisted by such other lawyers and service personnel as I deem appropriate from time to time in order to provide high quality services in a cost-efficient manner. I will be the Partner generally responsible for Jones Day's representation of SOCCCD and the Individual Defendants, including matters related to billing and staffing.

4. Potentially Adverse Representations or Conflicts of Interest; Advance Waiver

Jones Day represents and in the future will represent many other clients. Some may be direct competitors of SOCCCD and/or the Individual Defendants or otherwise may have business interests that are contrary to SOCCCD's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to SOCCCD's and/or the Individual Defendants interests.

Jones Day cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to SOCCCD and/or the Individual Defendants. We therefore ask SOCCCD and the Individual Defendants to confirm that Jones Day may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Jones Day's representation of SOCCCD and/or the Individual Defendants, as long as that other matter is not substantially related to this or our other engagements on behalf of SOCCCD and/or the Individual Defendants. In the event of our representation of another client in a matter directly adverse to SOCCCD and/or the Individual Defendants, however, Jones Day lawyers or other service providers who have worked with SOCCCD and/or the Individual Defendants will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning SOCCCD and/or the

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Individual Defendants acquired by Jones Day as a result of our representation in this matter will not be transmitted to our lawyers or others in the Firm involved in such matter.

In other words, we request that SOCCCD and the Individual Defendants confirm that (1) no engagement that we have undertaken or may undertake on behalf of SOCCCD and/or the Individual Defendants will be asserted by SOCCCD and/or the Individual Defendants either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify Jones Day from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to SOCCCD and/or the Individual Defendants, as long as that other matter is not substantially related to any of our engagements in this matter, (2) SOCCCD and the Individual Defendants hereby waive any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify Jones Day in any representation of any other client with respect to any such matter, (3) SOCCCD and the Individual Defendants has been advised by Jones Day, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and their prospective waiver, (4) SOCCCD's and the Individual Defendants' consent to these provisions is both voluntary and fully informed, and (5) SOCCCD and the Individual Defendants intend for its consent to be effective and fully enforceable, and to be relied upon by Jones Day.

5. Compensation and Disbursements

Our fees are generally determined by the time devoted by each lawyer or other service provider involved in the engagement and the hourly billing rates assigned to each such person. Although Jones Day normally charges its hourly rates for lawyers who work on a matter, we have agreed that, at the present time, Jones Day will charge SOCCCD an hourly rate of \$425.00 for all attorneys who work on this matter. We submit periodic billing statements (generally monthly), which are due and payable upon presentation. We ordinarily require a retainer at the commencement of any relationship, which we will apply to any unpaid fees, disbursements and charges. We have, however, agreed to waive that requirement with respect to SOCCCD. Unless we specifically agree, any fee estimate that we may provide is not a commitment to perform the services within a fixed time or for a fixed fee.

In addition to our fees, we expect our clients to defray certain costs and expenses incurred during our representation of them. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from SOCCCD in the regular billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask SOCCCD to pay these items directly or in advance.

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6. Audit Letter Issues

We further want to advise you that, in responses to any of your requests to provide information to your auditors, our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of such responses, except when such Policy is clearly inapplicable.

7. Procedures upon Termination; Return of Documents; Intellectual Property

Unless previously terminated, our representation of SOCCCD and the Individual Defendants will terminate upon our sending SOCCCD our final statement for services rendered in this matter. In that case, or otherwise at your request, any papers and property sent by you to us will be returned to you. Our own files pertaining to the matter, including lawyer work product and administrative records, as well as document copies, will be retained by the Firm in accordance with our document retention policy. All documents retained by the Firm will be transmitted in the ordinary course to the person responsible for administering our records retention program. Subject to our obligations under the bar requirements applicable attorneys admitted to the California bar, we reserve the right to destroy or otherwise dispose of any documents or other materials, including electronic versions, retained by us after the termination of the engagement.

All intellectual property and other know-how developed by us in connection with this engagement, including subject matter expertise, whether or not preserved in written or electronic form, may be retained by us and used in connection with engagements on behalf of other clients, so long as no confidential information relating to SOCCCD is thereby disclosed.

Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Very truly yours,

John A. Vogt

JONES DAY

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On behalf of SOCCCD, the undersigned confirms that this letter accurately reflects the scope, terms and conditions with respect to this engagement and that the undersigned's execution and delivery of this confirmation on behalf of SOCCCD has been duly authorized by SOCCCD.

Dated: 12/11/09

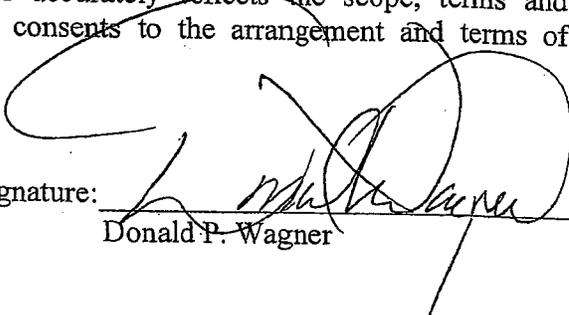
Signature: 

Name: for Dr. Raghu P. Mathur

Title: Chancellor

The undersigned confirms that this letter accurately reflects the scope, terms and conditions with respect to this engagement and consents to the arrangement and terms of representation as described herein:

Dated: 12/11/09

Signature: 
Donald P. Wagner

The undersigned confirms that this letter accurately reflects the scope, terms and conditions with respect to this engagement and consents to the arrangement and terms of representation as described herein:

Dated: _____

Signature: _____
John S. Williams

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Authorization for Institutional Memberships 2009/2010
ACTION: Approval

BACKGROUND

South Orange County Community College District Board Policy 3220 requires an annual approval of institutional memberships submitted by District Services and the colleges.

STATUS

Members of the staff of the District and colleges have benefited by participation in various professional organizations. District and college officials have identified the organizations in EXHIBIT A as the participation memberships for 2009/2010.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2009/2010 memberships and estimated dues for organizations as represented in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT MEMBERSHIPS
2009/10

		July-09	January-10	Difference
OFFICE OF THE GOVERNING BOARD (10)				
10	Association of Governing Boards of Universities and Colleges	2,110.00	2,110.00	0.00
10	Orange County School Board Association	125.00	125.00	0.00
	SUBTOTAL	2,235.00	2,235.00	0.00
OFFICE OF THE CHANCELLOR (11)				
11	American Association of Community Colleges	1,160.00	1,160.00	0.00
* 11	Commission on Athletics	16,255.00	16,575.00	320.00
* 11	Community College League of California (CCLC)	33,022.00	36,238.00	3,216.00
11	League For Innovation in the Community College	600.00	600.00	0.00
11	Orange County Business Council	5,000.00	5,000.00	0.00
	SUBTOTAL	56,037.00	59,573.00	3,536.00
OFFICE OF PUBLIC INFORMATION (11)				
11	National Council for Marketing & Public Relations (NCMPR)	350.00	350.00	0.00
11	Orange County Public Affairs Association	50.00	50.00	0.00
11	South Orange County Chamber of Commerce	235.00	235.00	0.00
	SUBTOTAL	635.00	635.00	0.00
OFFICE OF TECHNOLOGY AND LEARNING SERVICES (12)				
12	Association for Institutional Research	125.00	125.00	0.00
12	Research and Planning Group for Calif. Comm. Colleges	350.00	350.00	0.00
12	Society for College and University Planning	400.00	400.00	0.00
* 12	The Data Warehousing Institute (TDWI)	1,200.00	1,500.00	300.00
	SUBTOTAL	2,075.00	2,375.00	300.00
OFFICE OF HUMAN RESOURCES (14)				
14	Assn. of Chief H.R.Off./Equal Employ. Opportunity Off. (ACHRO/EEO)	200.00	200.00	0.00
* 14	California Association of School Business Officials (CASBO)	786.00	912.00	126.00
14	Cooperative Org. for the Dev. of Employee Selection Procedures (CODESP)	1,750.00	1,750.00	0.00
14	Equal Employment, Diversity & Equity Consortium (EEDC)	250.00	250.00	0.00
* 14	Online Collective Bargaining Database (CCLC)	2,500.00	0.00	-2,500.00
14	Public Agency Risk Managers Association (PARMA)	100.00	100.00	0.00
14	So. Cal. Comm. College Dist. Employment Relations Consortium (LCW Videoconference)	2,500.00	2,500.00	0.00
14	So. Thirty Human Resources Consortium (Southern 30)	200.00	200.00	0.00
	SUBTOTAL	8,286.00	5,912.00	-2,374.00
OFFICE OF INFORMATION TECHNOLOGY (15)				
15	Ass. for Info. Communications Tech. Professionals in Higher Ed. (ACUTA)	1314.00	1,314.00	0.00
* 15	EDUCAUSE (Professional Assoc. for Computing & Information)	2,600.00	2,780.00	180.00
* 15	Information Systems Security Association (ISSA)	135.00	155.00	20.00
	SUBTOTAL	4,049.00	4,249.00	200.00
TOTAL DISTRICT MEMBERSHIPS		\$73,317.00	\$74,979.00	\$1,662.00

* Changes from July 21, 2009

SADDLEBACK COLLEGE MEMBERSHIPS
2009/10

		July-09	January-10	Difference
OFFICE OF THE PRESIDENT (20)				
20	American Association of Community Colleges (AACC)	14,000.00	14,000.00	0.00
20	Council on Resource Development (CRD)	690.00	690.00	0.00
20	Dana Point Chamber of Commerce	75.00	75.00	0.00
20	Laguna Niguel Chamber	115.00	115.00	0.00
20	Network of California Community College Foundations	350.00	350.00	0.00
20	San Juan Capistrano Chamber of Commerce	100.00	100.00	0.00
20	South Orange County Regional Chamber of Commerce	275.00	275.00	0.00
20	Western Assoc. of Sch. & Coll. Accreditation Commission for Colleges	20,000.00	20,000.00	0.00
	SUBTOTAL	35,605.00	35,605.00	0.00
OFFICE OF PHYSICAL PLANT (21)				
21	Assn. of Physical Plant Adm. of Universities and Colleges (APPA)	960.00	960.00	0.00
	SUBTOTAL	960.00	960.00	0.00
OFFICE OF INSTRUCTION (22)				
* 22	California Community Colleges Chief Instructional Officers (CCCCIO)	450.00	600.00	150.00
22	Council for Resource Development	195.00	195.00	0.00
22	Honors Transfer Council	75.00	75.00	0.00
22	LA/OC Regional Consortium for Contract Education	100.00	100.00	0.00
22	National Collegiate Honors Council	500.00	500.00	0.00
* 22	The Research and Planning Group	350.00	0.00	-350.00
22	Western Regional Honors Council	50.00	50.00	0.00
	SUBTOTAL	1,720.00	1,520.00	-200.00
OFFICE OF THE ACADEMIC SENATE (23)				
* 23	Academic Senate for California Community Colleges	3,474.00	3,831.60	357.60
	SUBTOTAL	3,474.00	3,831.60	357.60
OFFICE OF STUDENT SERVICES (24)				
24	California Community Colleges Chief Student Services Adm. Assoc.	300.00	300.00	0.00
24	Health Services Association for California Community Colleges	75.00	75.00	0.00
24	NAFSA (National Association of Foreign Student Advisors)	265.00	265.00	0.00
24	National Association for the Education of Young Children	900.00	900.00	0.00
	SUBTOTAL	1,540.00	1,540.00	0.00
OFFICE OF FINANCIAL AID & STUDENT SERVICES (26)				
* 26	National Assoc. of Student Financial Aid Administrators (NASFAA)	1,879.00	2,019.00	140.00
	SUBTOTAL	1,879.00	2,019.00	140.00
OFFICE OF ADMISSIONS, RECORDS & STUDENT SERVICES (30)				
30	Amer. Assoc. of Collegiate Registrars & Adm. Off. (AACRAO)	1,421.00	1,421.00	0.00
30	Calif. Assoc. of Comm. College Registrars & Adm. Officers (CACCRAO)	200.00	200.00	0.00
30	Consortium of So. Calif. Colleges and Universities (CSCCU)	250.00	250.00	0.00
	SUBTOTAL	1,871.00	1,871.00	0.00
OFFICE OF COMMUNITY EDUCATION & CONTRACT EDUCATION (31)				
* 31	Association of Continuing & Community Education (ACCE)	75.00	60.00	-15.00
	SUBTOTAL	75.00	60.00	-15.00

SADDLEBACK COLLEGE MEMBERSHIPS
2009/10

		July-09	January-10	Difference
OFFICE OF SAFETY & SECURITY (34)				
* 34	<i>California College & University Police Chief Association (CCUPCA)</i>	100.00	125.00	25.00
34	Int'l Assoc. of Campus Law Enforcement Adm.	225.00	225.00	0.00
	SUBTOTAL	325.00	350.00	25.00
OFFICE OF STUDENT DEVELOPMENT (36)				
* 36	<i>Alpha Gamma Sigma Honor Society</i>	45.00	50.00	5.00
36	California Nurses Student Association (CNSA)	30.00	30.00	0.00
* 36	<i>Costco</i>	95.00	0.00	-95.00
36	National Student Nurses Association (NSNA)	70.00	70.00	0.00
* 36	<i>National Wheelchair Basketball Association</i>	425.00	0.00	-425.00
* 36	<i>Phi Theta Kappa</i>	45.00	55.00	10.00
	SUBTOTAL	710.00	205.00	-505.00
OFFICE OF COLLEGE PUBLIC INFORMATION (38)				
38	National Council for Marketing and Public Relations (NCMPR)	350.00	350.00	0.00
	SUBTOTAL	350.00	350.00	0.00
OFFICE OF PLANNING, RESEARCH & GRANTS (43)				
* 43	<i>Association for Institutional Research</i>	0.00	250.00	250.00
* 43	<i>The Research and Planning Group</i>	0.00	350.00	350.00
	SUBTOTAL	0.00	600.00	600.00
DIVISION OF BUSINESS SCI., VOC. ED. & ECONOMIC DEVT. (50)				
50	California Association for Local Economic Development (ASTD)	80.00	80.00	0.00
50	National Coalition of Advance Technology Centers (NCATC)	600.00	600.00	0.00
	SUBTOTAL	680.00	680.00	0.00
DIVISION OF COUNSELING SERVICES & SPECIAL PROGRAMS (51)				
51	American Association of Women in Community Colleges (AAWCC)	100.00	100.00	0.00
51	Association on Higher Education & Disability (AHEAD)	260.00	260.00	0.00
51	California Association for Postsecondary Education & Disability (CAPED)	240.00	240.00	0.00
51	California Community College Counselors Association	15.00	15.00	0.00
51	California Community College EOPS Association	85.00	85.00	0.00
51	California Placement Association	125.00	125.00	0.00
51	Cooperative Education & Internship Association	350.00	350.00	0.00
51	National Association of Colleges and Employers (NACE)	300.00	300.00	0.00
51	Recording for Blind and Dyslexic Program	950.00	950.00	0.00
51	South Coast Higher Education Council (SCHEC)	50.00	50.00	0.00
51	Southern Calif. Intersegmental Articulation Council (SCIAC)	75.00	75.00	0.00
51	Transfer Center Directors Association	50.00	50.00	0.00
	SUBTOTAL	2,600.00	2,600.00	0.00
DIVISION OF ADVANCED TECHNOLOGY & APPLIED SCIENCES (52)				
52	Automotive Engine Rebuilders Association	200.00	200.00	0.00
52	Automotive Service Council	25.00	25.00	0.00
52	California Internship & Work Experience Assn. (CIWEA)	150.00	150.00	0.00
52	California Native Plant Society	45.00	45.00	0.00
52	Costume Society of America (CSA)	115.00	115.00	0.00
52	Fashion Business, Inc. (NAME CHANGE: Fashion Bureau)	200.00	200.00	0.00
52	International Textile & Apparel Association (ITAA)	300.00	300.00	0.00
52	Population Reference Bureau	39.00	39.00	0.00

SADDLEBACK COLLEGE MEMBERSHIPS
2009/10

		July-09	January-10	Difference
DIVISION OF ADVANCED TECHNOLOGY & APPLIED SCIENCES (52) - Cont'd				
* 52	Society Conservation Biology	125.00	155.00	30.00
52	Society for Ecological Restoration-California	35.00	35.00	0.00
52	US Green Building Council	750.00	750.00	0.00
	SUBTOTAL	40,517.00	40,731.00	30.00
DIVISION OF LIBERAL ARTS & LEARNING RESOURCES (53)				
53	Associated College Press	139.00	139.00	0.00
53	Associated Writing Programs	395.00	395.00	0.00
53	Association of College and Research Libraries	90.00	90.00	0.00
53	College Media Advisors	160.00	160.00	0.00
53	Community College Journalism Association	80.00	80.00	0.00
53	Council of Chief Librarians	100.00	100.00	0.00
53	English Council of California Two Year Colleges (ECCTYC)	125.00	125.00	0.00
* 53	Journalism Association of Community Colleges (JACC)	500.00	800.00	300.00
53	Learning Resources Assoc. of the Calif. Community Colleges	200.00	200.00	0.00
53	Library Orientation and Instruction Exchange (LOEX)	80.00	80.00	0.00
	SUBTOTAL	1,869.00	2,169.00	300.00
DIVISION OF HEALTH, HUMAN SERVICES (54)				
54	American Academy of Professional Coders	120.00	120.00	0.00
54	Board of Registered Nursing	200.00	200.00	0.00
54	California Assn. of Alcohol and Drug Abuse Counselors (CAADAC)	150.00	150.00	0.00
54	California Association for Alcohol & Drug Educators (CAADE)	200.00	200.00	0.00
54	CAAHEP (EMT/Paramedic)	450.00	450.00	0.00
54	California Paramedic Program Directors	50.00	50.00	0.00
54	CoAEMSP (Paramedic Accrediting Organization)	950.00	950.00	0.00
54	International Association Eating Disorder Professionals (IAEDP)	250.00	250.00	0.00
54	International Nursing Association for Clinical simulation and Learning	200.00	200.00	0.00
54	National Association of EMS Educators	70.00	70.00	0.00
54	National League for Nursing	1,500.00	1,500.00	0.00
54	National League for Nursing Accrediting Commission	1,875.00	1,875.00	0.00
54	National Organization of Associated Degree Nursing (NOADN)	400.00	400.00	0.00
54	National Organization for Human Services Education (NOHSE)	190.00	190.00	0.00
54	Orange County/Long Beach Consortium For Nursing	150.00	150.00	0.00
54	So. Calif. Organ. of Assoc. Degree Nurs'g Prog. Directors of So Ca (ADN)	100.00	100.00	0.00
	SUBTOTAL	6,855.00	6,855.00	0.00
DIVISION OF FINE ARTS & MEDIA TECHNOLOGY (55)				
55	Association of Performing Arts Presenters	759.00	759.00	0.00
* 55	Broadcast Education Association	140.00	160.00	20.00
55	California Broadcasters Association	100.00	100.00	0.00
55	California Presenters	150.00	150.00	0.00
55	College Art Association of America	300.00	300.00	0.00
* 55	College Broadcasters, Inc.	125.00	170.00	45.00
55	Music Association of California Community Colleges	75.00	75.00	0.00
55	National Association of Broadcasters	360.00	360.00	0.00
55	National Communication Assoc.	275.00	275.00	0.00
55	National Council for Education of the Ceramic Arts (NCECA)	100.00	100.00	0.00
* 55	Radio, TV, News Directors Association	140.00	150.00	10.00
55	S.O. C. Chamber of Commerce	265.00	265.00	0.00
* 52	SP2 Safety Membership	0.00	300.00	300.00
55	The International Ticket Association (INTIX)	225.00	225.00	0.00
55	United States Institute for Theatre Technology (USITT)	220.00	220.00	0.00
55	Western Arts Alliance	400.00	400.00	0.00
55	Western States Communication Assoc.	80.00	80.00	0.00
	SUBTOTAL	3,714.00	4,089.00	375.00

Jan. 2010

SADDLEBACK COLLEGE MEMBERSHIPS

	July-09	January-10	Difference
DIVISION OF MATH, SCIENCE & ENGINEERING (56)			
56 American Association for the Advancement of Science	250.00	250.00	0.00
56 Two Year College Chemistry Consortium	25.00	25.00	0.00
56 National Science Teachers Assn. (NSTA)	65.00	65.00	0.00
	<hr/>	<hr/>	
SUBTOTAL	340.00	340.00	0.00
DIVISION OF PE AND ATHLETICS (57)			
57 American College Dance Festival Association	300.00	300.00	0.00
57 California Community College Athletic Directors Association	180.00	180.00	0.00
57 California Community College Ladies Golf Coaches Association (CCCLGCA)	150.00	150.00	0.00
57 California Community Colleges Men's Basketball Association	125.00	125.00	0.00
57 Golden State Spirit Association (GASSA)	30.00	30.00	0.00
57 National Alliance of Two Year Colleges Athletic Administrators (NATYCAA)	100.00	100.00	0.00
57 National Association of Collegiate Directors of Athletics	125.00	125.00	0.00
57 Orange Empire Conference	5,100.00	5,100.00	0.00
57 Southern California Football Association /National Conference Southern Div.	2,000.00	2,000.00	0.00
57 State Community College Organization of Physical Educators (SCOPE)	400.00	400.00	0.00
	<hr/>	<hr/>	
SUBTOTAL	8,510.00	8,510.00	0.00
DIVISION OF SOCIAL & BEHAVIORAL SCIENCES (58)			
58 National Association for Ethnic Studies (NAES)	65.00	65.00	0.00
58 National Women's Studies Association	150.00	150.00	0.00
58 Southwestern Anthropological Association (SWAA)	40.00	40.00	0.00
	<hr/>	<hr/>	
SUBTOTAL	255.00	255.00	0.00
<hr/>			
TOTAL SADDLEBACK COLLEGE MEMBERSHIPS	\$113,849.00	\$115,140.60	\$1,107.60

* Changes from July 21, 2009 list.

IRVINE VALLEY COLLEGE MEMBERSHIPS
2009/10

	July-09	January-10	Difference
PRESIDENT'S OFFICE (20)			
20 American Association of Community Colleges	7,950.00	7,950.00	0.00
20 Association for Institutional Research (AIR)	410.00	410.00	0.00
20 California Association for Institutional Research (CAIR)	90.00	90.00	0.00
20 Community College Public Relations Organization	50.00	50.00	0.00
20 Council for Higher Education Accreditation	501.00	501.00	0.00
20 Council for Resource Development	600.00	600.00	0.00
20 Irvine Chamber of Commerce	525.00	525.00	0.00
20 Irvine Sister Cities Foundation Association	25.00	25.00	0.00
20 National Council for Marketing and Public Relations	250.00	250.00	0.00
20 Network of California Community College Foundations	250.00	250.00	0.00
20 The Research and Planning Group for the Calif. Community Colleges	350.00	350.00	0.00
20 Tustin Chamber of Commerce	150.00	150.00	0.00
20 Western Assoc. of Sch. & Coll. Accreditation Commission for Colleges	16,622.00	16,622.00	0.00
	<u>27,773.00</u>	<u>27,773.00</u>	<u>0.00</u>
OFFICE OF PHYSICAL PLANT (21)			
21 International Facility Management Association (FMA)	297.00	297.00	0.00
	<u>297.00</u>	<u>297.00</u>	<u>0.00</u>
OFFICE OF INSTRUCTION (22)			
22 California Community Colleges Chief Instructional Officers	300.00	300.00	0.00
22 Honors Transfer Council	90.00	90.00	0.00
22 National Collegiate Honors Council	600.00	600.00	0.00
	<u>990.00</u>	<u>990.00</u>	<u>0.00</u>
OFFICE OF THE ACADEMIC SENATE (23)			
23 Academic Senate for California Community Colleges	1,500.00	1,500.00	0.00
	<u>1,500.00</u>	<u>1,500.00</u>	<u>0.00</u>
OFFICE OF STUDENT SERVICES, OUTRACH AND COMMUNITY RELATIONS (24)			
24 Calif. Community College Chief Student Services Officers Association	300.00	300.00	0.00
24 Calif. Community College Early Childhood Educators	30.00	30.00	0.00
24 City of Irvine Child Resource & Information Center	80.00	80.00	0.00
* 24 <i>Health Services Assoc. of the Calif. Community Colleges</i>	75.00	150.00	75.00
24 National Association of Education for Young Children (NAEYC)	100.00	100.00	0.00
* 24 <i>Consortium of Southern California Colleges and Universities</i>	0.00	0.00	0.00
	<u>585.00</u>	<u>660.00</u>	<u>75.00</u>
OFFICE OF FINANCIAL AID (26)			
26 Western Assoc. of Veteran Education Specialist (WAVES)	25.00	25.00	0.00
26 National Association Student Financial Aid Admin (NASFAA)	1,300.00	1,300.00	0.00
	<u>1,325.00</u>	<u>1,325.00</u>	<u>0.00</u>
OFFICE OF ADMISSIONS & RECORDS (30)			
30 American Association of Collegiate Registrars and Admission Officers (AACRAO)	1,200.00	1,200.00	0.00
30 California Association of Community College Registrars and Adm. Officers (CACCRAO)	200.00	200.00	0.00
	<u>1,400.00</u>	<u>1,400.00</u>	<u>0.00</u>
OFFICE OF EXTENDED EDUCATION (31)			
31 Association of Community & Continuing Education (ACCE)	160.00	160.00	0.00
31 National College Testing Association (moved from division 080)	40.00	40.00	0.00
	<u>200.00</u>	<u>200.00</u>	<u>0.00</u>

IRVINE VALLEY COLLEGE MEMBERSHIPS
2009/10

	July-09	January-10	Difference
OFFICE OF SAFETY AND SECURITY (34)			
34 California College and University Police Chief's Association	75.00	75.00	0.00
34 California Emergency Services Association (CSEA)	160.00	160.00	0.00
34 International Association of Chiefs of Police	100.00	100.00	0.00
34 Orange County Training Managers Association	70.00	70.00	0.00
SUBTOTAL	405.00	405.00	0.00
OFFICE OF SUPPORTIVE SERVICES (35)			
35 California Community Colleges Cal Works Association (CCCCA)	50.00	50.00	0.00
SUBTOTAL	50.00	50.00	0.00
OFFICE OF LIBRARY SERVICES (37)			
37 Association of College and Research Libraries	110.00	110.00	0.00
37 California Art Association (CAA)	325.00	325.00	0.00
37 California Library Association	150.00	150.00	0.00
37 College Reading and Learning Association	50.00	50.00	0.00
37 Council of Chief Librarians	100.00	100.00	0.00
37 Learning Resources Association of the California Community College	200.00	200.00	0.00
37 National College Learning Center Association	50.00	50.00	0.00
SUBTOTAL	985.00	985.00	0.00
TECHNOLOGY SERVICES (41)			
41 ACUTA	541.00	541.00	0.00
41 Consortium of College and University Media Centers (CCUMC)	325.00	325.00	0.00
41 Educause	730.00	730.00	0.00
SUBTOTAL	1,596.00	1,596.00	0.00
SCHOOL OF FINE ARTS (70)			
70 American Forensic Association	30.00	30.00	0.00
* 70 <i>College Art Association of America</i>	750.00	0.00	-750.00
* 70 <i>Cross Examination Debate Association</i>	40.00	0.00	-40.00
* 70 <i>Music Association of California Community Colleges</i>	75.00	0.00	-75.00
* 70 <i>Theatre Communications Group</i>	500.00	0.00	-500.00
* 70 <i>United States Institute of Theatre Technology</i>	180.00	0.00	-180.00
SUBTOTAL	1,575.00	30.00	(1,545.00)
SCHOOL OF GUIDANCE AND COUNSELING (73)			
73 National Association of Colleges & Employers (NACE)	400.00	400.00	0.00
73 Southern California Intersegmental Articulation Council	75.00	75.00	0.00
73 South Coast Higher Education Council (SHEC)	50.00	50.00	0.00
73 Transfer Center Director Association	50.00	50.00	0.00
SUBTOTAL	575.00	575.00	0.00
SCHOOL OF HUMANITIES AND LANGUAGES (74)			
74 American Historical Association	140.00	140.00	0.00
74 Calif. Teachers of English to Speakers of Other Languages	50.00	50.00	0.00
74 Community College Humanities Association	300.00	300.00	0.00
74 English Council of California Two Year Colleges	105.00	105.00	0.00
74 Organization of American Historians	140.00	140.00	0.00
74 Teachers of English to Speakers of Other Languages	120.00	120.00	0.00
SUBTOTAL	855.00	855.00	0.00

IRVINE VALLEY COLLEGE MEMBERSHIPS
2009/10

	July-09	January-10	Difference
SCHOOL OF BUSINESS SCIENCES (COMPUTER LAB) (75)			
75 Cisco Consortium	500.00	500.00	0.00
75 Oracle	500.00	500.00	0.00
SUBTOTAL	1,000	1,000	0.00
SCHOOL OF LIFE SCIENCES & TECHNOLOGIES (76)			
76 Association for Biology Laboratory Education	40.00	40.00	0.00
SUBTOTAL	40.00	40.00	0.00
SCHOOL OF HEALTH SCIENCES, PHYSICAL ED & ATHLETICS (77)			
77 American College Dance Festival Association (2yr. memb.)	250.00	250.00	0.00
* 77 American Volleyball Coaches Association Women AVCA	0.00	135.00	135.00
77 American Equipment Managers Association	75.00	75.00	0.00
77 California Community College Coaches Association - Men's Basketball	400.00	400.00	0.00
77 California Community College Coaches Association - Women's Basketball	400.00	400.00	0.00
77 California Community College Sports Information Association	100.00	100.00	0.00
77 California Community College Physical Educators	400.00	400.00	0.00
77 California Community College Athletic Directors Association	200.00	200.00	0.00
* 77 CCC Badminton Coaches Association Women's CCCWBCA	0.00	100.00	100.00
* 77 CCC Golf Coaches Association CCGCA	0.00	50.00	50.00
* 77 CCC Ladies Golf Coaches Association CCCLGCA	0.00	150.00	150.00
* 77 CCC Men's Volleyball Coaches Association (CCCMVCA)	0.00	150.00	150.00
* 77 CCC Soccer Coaches Association (Men and Women) CCCSCA	0.00	200.00	200.00
* 77 CCC Tennis Coaches Association (Men & Women)	0.00	50.00	50.00
* 77 CCC Women's Volleyball Coaches Association CCCWVCA	0.00	125.00	125.00
* 77 Intercollegiate Tennis Association Men's and Women's ITA- Team	0.00	330.00	330.00
77 National Athletic Trainers Association	195.00	195.00	0.00
77 National Athletic Trainers Association	195.00	195.00	0.00
77 National Association of Two Year College Athletic Administrators	100.00	100.00	0.00
* 77 National Soccer Coaches Association of America (Men & Women-College Svcs)	0.00	350.00	350.00
77 Orange Empire Conference	5,500.00	5,500.00	0.00
* 77 Women's Basketball Coaches Association (WBCA)	0.00	115.00	115.00
SUBTOTAL	7,815.00	9,570.00	1,755.00
SCHOOL OF PHYSICAL SCIENCES & TECHNOLOGIES (78)			
78 American Association of Physics Teachers	185.00	185.00	0.00
78 American Chemical Society	140.00	140.00	0.00
78 Orange County Astronomers Association	57.00	57.00	0.00
SUBTOTAL	382.00	382.00	0.00
SCHOOL OF CAREER TECH EDUCATION AND WORKFORCE DEVELOPMENT (80)			
80 California Community College Association for Occupational Education	45.00	45.00	0.00
80 National College Testing Association (moved to division 031)	40.00	40.00	0.00
SUBTOTAL	85.00	85.00	0.00
SCHOOL OF MATHEMATICS, COMPUTER SCIENCE AND ENGINEERING (81)			
81 Mathematical Association of America	370.00	370.00	0.00
81 National Council of Teachers of Mathematics	120.00	120.00	0.00
SUBTOTAL	490.00	490.00	0.00
TOTAL IRVINE VALLEY COLLEGE MEMBERSHIPS	\$ 49,923.00	\$ 50,208.00	\$ 285.00

* Changes from July 21, 2009

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT MEMBERSHIPS
ADVANCED TECHNOLOGY AND EDUCATION PARK (ATEP)
2009/10**

		July-09	January-10	Difference
OFFICE OF THE PROVOST (16)				
16	Community College Public Relations Organization (CCPRO)	175.00	175.00	0.00
16	League for Innovation in the Community College	825.00	825.00	0.00
* 16	National Association of Colleges & Employers (NACE)	0.00	400.00	400.00
16	National Council for Continuing Education & Training (NCCET)	200.00	200.00	0.00
16	National Council for Marketing & Publications (NCMPR)	350.00	350.00	0.00
16	Public Relations Society of America	365.00	365.00	0.00
16	Tustin Chamber of Commerce	180.00	180.00	0.00
SUBTOTAL		<u>2,095.00</u>	<u>2,495.00</u>	<u>400.00</u>
 CENTER FOR APPLIED COMPETITIVE TECHNOLOGIES (16)				
16	National Coalition of Advanced Technology Centers (NCATC)	600.00	600.00	0.00
16	Optical Society of Southern California (OSSC)	100.00	100.00	0.00
SUBTOTAL		<u>700.00</u>	<u>700.00</u>	<u>0.00</u>
 TOTAL ATEP MEMBERSHIPS		 <u><u>\$2,795.00</u></u>	 <u><u>\$3,195.00</u></u>	 <u><u>\$400.00</u></u>

* Changes from July 21, 2009

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Purchase Orders/Confirming Requisitions
ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders/confirming requisitions, and purchase order change order listings are submitted for approval of the Board of Trustees.

STATUS

Purchase orders processed in accordance with the general priorities of the adopted budget and numbered P10-02487 through P10-02890 amounting to \$1,961,768.92 are submitted to the Board of Trustees for approval. Confirming requisitions dated November 16, 2009 through January 5, 2010 totaling \$82,952.02 are also submitted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase orders/confirming requisitions as listed in EXHIBIT A.

Includes P10-02487 - P10-02890 **Board Meeting Date 01/25/2010**

PO Number	Vendor Name	Site	Description	Account Amount
P10-02487	FISHER SCIENTIFIC		SUPPLIES FOR CHEMISTRY LAB STUDENT USE	260.59
P10-02488	L & N UNIFORM SUPPLY		SUPPLIES	1,313.10
P10-02489	RJM DESIGN GROUP, INC.		ATEP LANDSCAPE PROJECT	5,267.58
P10-02490	SO. ORANGE CO. COMM. COL.DIST		Return to Title IV Funds	229.00
P10-02491	EXTREME SEAMLESS RAIN GUTTER		FIX & CLEAN GUTTER IN WAREHOUSE	675.00
P10-02492	SPECTRUM LABORATORY PRODUCTS		DMP EQUIPMENT	173.02
P10-02493	VWR INTERNATIONAL, INC.		BIOLOGY SUPPLIES	69.22
P10-02494	FLEET SAFETY EQUIPMENT, INC.		LIGHTBAR ACCESSORIES	208.15
P10-02495	C.W. DRIVER CONTRACTORS INC.		POOL DECK PRECONSTRUCTION MANAGEMENT SERVICES	43,160.70
P10-02496	McKESSON GENERAL MEDICAL CORP		medical supplies	402.19
P10-02497	COMPUTERLAND OF SILICON VALLEY		MICROSOFT LICENSES	880.00
P10-02498	AMER. METEOROLOGICAL SOCIETY		Lic. Spr10 website for GEOL 7	149.00
P10-02499	WILLED BODY PROGRAM UCI COLLEGE OF MEDICINE		CADAVER FOR PROSECTON CLASS	3,529.00
P10-02500	WARD'S NATURAL SCIENCE		BIOLOGY SUPPLIES	406.80
P10-02501	PARKCENTER CONSULTANTS, INC. PARKCENTER REALTY ADVISORS		APPRAISAL SERVICES FOR LAND VALUE	500.00
P10-02502	OCE'		Maint. Agreement - OCE Imagistics FAX	552.00
P10-02503	HOPPER EQUIPMENT & SUPPLY		AUTOMOTIVE SUPPLIES	89.31
P10-02504	SHAMROCK SUPPLY		DMP EQUIPMENT	601.93
P10-02505	COLLINS SPRAY EQUIPMENT CO,		DMP CASTING EQUIPMENT	2,446.88
P10-02506	TOOL DEPOT		DMP EQUIPMENT	1,375.69
P10-02507	AA EQUIPMENT RENTALS		MOWER BLADE	164.76
P10-02508	HOME DEPOT		Blanket PO for Yard Improvement Materials	1,000.00
P10-02509	GREEN THUMB INTERNATIONAL		Blanket PO for Yard Renovation Materials	1,000.00
P10-02510	LAGUNA HILLS NURSERY		Blanket PO for Yard Renovation Materials	1,000.00
P10-02511	RED DIGITAL CAMERA COMPANY		Rectify account for purchase of Red Prime Lens Kit	2,108.62
P10-02512	BLACKBOARD INC.		Blackboard Customizations	48,555.00
P10-02513	SO. ORANGE CO. COMM. COL.DIST		Return to Title IV Funds	91.00
P10-02514	MILLENNIUM BUSINESS SERVICES		SBC BLANK 2ND PAGE OF LETTERHEAD	448.05
P10-02515	MILLENNIUM BUSINESS SERVICES		IVC LETTERHEAD	2,412.62
P10-02516	PEARSON EDUCATION ESL		REPLACEMENT SUPPLIES - MODEL KITS	1,363.23
P10-02517	MARINA MUSIC		Music	961.35
P10-02518	RICOH BUSINESS SOLUTIONS		Maintenance Agreement	1,089.00
P10-02519	TAMS-WITMARK MUSIC LIBRARY		add'l rental mat'l for SNOOPY!!!	278.30

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes P10-02487 - P10-02890

Board Meeting Date 01/25/2010

PO Number	Vendor Name	Site	Description	Account Amount
P10-02520	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		Textbooks & Supplies for CARE Eligible Students	500.00
P10-02521	CI SOLUTIONS, CARD INTEGRATORS CORPORATION		ZEBRA ID CARD PRINTER REPAIR	686.91
P10-02522	POCKET NURSE ENTERPRISES, INC.		SUPPLIES FOR NURSING SKILLS LAB	476.96
P10-02523	PACIFIC COLOR PRINTING		Printing Cost /Athletics Schedule Cards/Spring 10	462.19
P10-02524	SAFELITE AUTO GLASS CORP.		Replace Windshield in Van #76	173.95
P10-02525	UNITED RENTALS		Lift Rental for Library Bridge Inspection	1,026.47
P10-02526	CPP, INC. DAVIES BLACK PUBLISHING		Skillsone- Online Assessments	2,742.00
P10-02527	CAPISTRANO-LAGUNA BEACH ROP		CTE Externship Capistrano-Laguna ROP	1,969.68
P10-02528	CAPISTRANO-LAGUNA BEACH ROP		CTE Externship Capistrano-Laguna ROP	1,549.19
P10-02529	CAPISTRANO-LAGUNA BEACH ROP		CTE Externship Capistrano-Laguna ROP	338.31
P10-02530	COASTLINE ROP		CTE Grant Coastline ROP Professional Develop.	5,300.00
P10-02531	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT		CTE Grant Coastline ROP Professional Develop.	5,000.00
P10-02532	NEWBEGINNINGS, INC.		CTE Externship Middle School Advisory	1,200.00
P10-02533	MILLENNIUM BUSINESS SERVICES		BUSINESS CARDS	40.95
P10-02534	CPP, INC. DAVIES BLACK PUBLISHING		CPP Skillsone Site Renewal Fee	195.00
P10-02535	SNAP-ON INCORPORATED		TRANSPORTATION UPDATED SOFTWARE	3,161.08
P10-02536	UNITED SITE SERVICES OF CA, INC.		Overdue payment on fence rental	145.08
P10-02537	LUIS MAURICIO VASQUEZ		CPR Instructor	1,425.00
P10-02538	COLLEGE SOURCE, INC.		College Source - College wide site licence subscr	3,800.00
P10-02539	TED WEATHERFORD		Reimb. IVC Dance Chair/Dance Concert Expenses	500.00
P10-02540	APPLE COMPUTER, INC.		Photography software	271.77
P10-02541	MONTGOMERY HARDWARE		FOR TAS 116 DOOR	1,633.71
P10-02542	INCENTRA SOLUTIONS INC.		Emergency Response Team Basic Aid Project	40,481.25
P10-02543	LIGHT BULBS ETC.		Interior Design Lighting Lab.	7,000.00
P10-02544	WILCO SOUND DESIGN		Audio Ingeneer/Design Serv./Perspective Concert	250.00
P10-02545	WILCO SOUND DESIGN		Audio Engineer/Design Serv./IVC F09 Dance Concert	950.00
P10-02546	AUGUSTINE NAVARRO		Workshop Trainer	180.00
P10-02547	LILIANN PEREZ-STROUD		Workshop Presenter	300.00
P10-02548	LYNN YOUNG		PRIDE Instructor	2,160.00
P10-02549	SCOTT WEATHERWAX		PRIDE Panelist	50.00
P10-02550	KATHY WEATHERWAX		Foster Parent Co-Trainer	105.00
P10-02551	FOSTER CARE AUXILIARY OF OC		Workshop Traiiner	120.00
P10-02552	ROBBIN HATTEN		Workshop Trainer	225.00
P10-02553	BETTYANN WELLAND		Instructor	500.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes P10-02487 - P10-02890

Board Meeting Date 01/25/2010

PO Number	Vendor Name	Site	Description	Account Amount
P10-02554	NATIONAL COLLEGIATE HONORS COUNCIL (NCHC)		Membership Dues for NCHC	500.00
P10-02555	MISSION REGIONAL HOSPITAL NURSING DEPARTMENT		Facility Rental	1,398.00
P10-02556	PIONEER STATIONERS		Student Supplies	51.11
P10-02557	YVETTE ESTRADA		PRIDE panelist	50.00
P10-02558	ALENA STRICKLAND		PRIDE Class Monitor	105.00
P10-02559	MILLENNIUM BUSINESS SERVICES		BUSINESS CARDS	39.15
P10-02560	EBSCO SUBSCRIPTION SERVICE		Pay for price difference for annual subscriptions.	2,070.16
P10-02561	SLUGGERS BASEBALL		BASEBALL	881.56
P10-02562	McKESSON GENERAL MEDICAL CORP		SUPPLIES FOR NURSING	805.48
P10-02563	UNITED INTERIORS		NEW CHAIR	466.61
P10-02564	TOMARK SPORTS EQUIPMENT		QUOTE FOR BASEBALL SUPPLIES	1,495.66
P10-02565	PRONINE		PITCHING MACHINE BALLS FOR BASEBALL TEAM	330.42
P10-02566	MARLENE VARONA		Contract Services	300.00
P10-02567	DICK'S SPORTING GOODS		BASEBALL GEAR FROM DICKS	2,259.16
P10-02568	JENNIFER MOLINA		Contract Services	300.00
P10-02569	D3 SPORTS, INC.		HATS FOR BASEBALL TEAM	1,800.90
P10-02570	D3 SPORTS, INC.		GEAR FOR BASEBALL TEAM	2,078.76
P10-02571	KAYLA BATEN		Contract Services	300.00
P10-02572	VWR INTERNATIONAL, INC.		MICROBIOLOGY SUPPLIES	578.60
P10-02573	DIANE L. SAGEN		Contract Services	132.00
P10-02574	JOSHUA PATRICK STANSFIELD		Contract Services	650.00
P10-02575	TIMORAH BROWN		Contract Services	625.00
P10-02576	CAMPUS CONCERTS ATTN: PAT MAKI		Contract Services	3,000.00
P10-02577	UNITED INTERIORS		Ergonomics keyboard tray	208.04
P10-02578	FLEET SAFETY EQUIPMENT, INC.		BULBS	30.02
P10-02579	IRVINE TENNIS		TENNIS RAQUETS FOR PE DEPT.	326.25
P10-02580	KNORR SYSTEMS, INC.		POOL CHEMICAL CONTROL SYSTEM	9,521.03
P10-02581	SCANTRON CORPORATION		Scantrons for SLO testing fall 2009 semester	103.00
P10-02582	SAMY'S CAMERA		Photography supplies	615.63
P10-02583	NEWBEGINNINGS, INC.		CTE Child Development Open House	2,000.00
P10-02584	SIERRA SOIL PRODUCTS		PLANTER MIX FOR GROUNDS	1,042.91
P10-02585	VANIMAN MANUFACTURING INC.		PALEO LAB SUPPLIES	76.95
P10-02586	DICK BLICK COMPANY		STUDENT ART SUPPLIES	235.17
P10-02587	BISHOP COMPANY		GROUNDS SUPPLIES	538.87
P10-02588	SMARDAN SUPPLY - EL MONTE		IRRIGATION SUPPLIES	144.42
P10-02589	SWRCB ACCOUNTING OFFICE ATTN: AFRS		Fees for State Water Resource Control Board	578.00
P10-02590	B & H PHOTO		Cards for HD filmmaking	2,162.81
P10-02591	HONORS TRANSFER COUNCIL OF CA % KAY FERGUSON RYALS, TREAS.		Membership Dues to HTCC	90.00
P10-02592	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		EGYPT GRANT BOOKSTORE	836.09
P10-02593	LUIS MAURICIO VASQUEZ		CPR/First Aid Instructor	650.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes P10-02487 - P10-02890

Board Meeting Date 01/25/2010

PO Number	Vendor Name	Site	Description	Account Amount
P10-02594	AZAHAR LOPEZ		Workshop Trainer	120.00
P10-02595	FELICIA REVERS		Super Saturday Workshop Trainer	60.00
P10-02596	NCMPR % AMBER CHIANG		Membership Renewal	395.00
P10-02597	XEROX CORPORATION ATTN: CRISTINA THOMAS		Outstanding invoice for Xerox 2045 Printer	1,344.63
P10-02598	QUEZADA PRO LANDSCAPE, INC.		EMERGENCY FMO TREE REMOVAL	500.00
P10-02599	GILBERT & STEARNS, INC.		power and data lines for CACT	4,200.00
P10-02600	HITT MARKING DEVICES, INC.		Custom Stamp	76.89
P10-02601	HORIZON		GROUNDS SUPPLIES	1,729.13
P10-02602	DUNN-EDWARDS CORPORATION		GROUND PAINTS FOR ATHLETIC FIELD	3,067.19
P10-02603	CORE SUPPORT SYSTEMS, INC.		WATER DETECTORS FOR DISTRICT IT SERVER ROOM A/C	296.88
P10-02604	SPECTRUM LABORATORY PRODUCTS		OCEANOGRAPHY LAB SUPPLIES	217.50
P10-02605	MAQUINSAL SEWING MACHINE CO.		SEWING SUPPLIES	155.90
P10-02606	TOTAL C S TEAM, INC.		RAPIDTECH CONTRACT SERVICE	1,395.00
P10-02607	DICK BLICK COMPANY		PHOTOGRAPHY PORTFOLIOS	358.88
P10-02608	SO. ORANGE CO. COMM. COL.DIST		Return to Title IV Funds	43.00
P10-02609	SC INC. EMBROIDERY		SB bats also used for class	1,903.13
P10-02610	COASTLINE ROP		TECH PREP GRANT CURRICULUM DEVELOPMENT	460.00
P10-02611	COURTESY ELECTRIC WHOLESALE		Switchgear and Transformer Village Expansion	57,637.50
P10-02612	FISHER SCIENTIFIC		PHLEBOTOMY SUPPLIES	1,031.81
P10-02613	EDGEWOOD PRESS, INC.		Folders for the TPP Grant	2,555.63
P10-02614	VWR INTERNATIONAL, INC.		PHLEBOTOMY SUPPLIES	484.30
P10-02615	AGUINAGA GREEN, INC.		MULCH FOR OUTDOOR GARDEN	233.81
P10-02616	AMSTERDAM PRINTING & LITHO Atten: RICH O'BRIAEN		pen order	2,678.76
P10-02617	CULLIGAN WATER CONDITIONING		Start-up of water softener for Culinary Lab.	1,055.78
P10-02618	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		CTE 7&8 Grade Collaborative	5,736.56
P10-02619	KELLY GRIMES		Trainer	180.00
P10-02620	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		CTE 7&8 Grade Collaborative 209	5,736.56
P10-02622	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		CTE Collaborative Totes for Program	3,489.13
P10-02623	FOSTER CARE AUXILIARY OF OC		Trainer	120.00
P10-02624	TINA FIETSAM		Instructor	300.00
P10-02625	WELLS FARGO #3317 AMAZON.COM		Request Astronomy material for instructional use.	63.06
P10-02626	MILLENNIUM BUSINESS SERVICES		Business Cards for Jennifer Winston	50.03
P10-02627	COLLEGE SOURCE, INC.		Subscription for College Source	1,490.00
P10-02628	ERIC STOELTING DBA THE TOOL MAN		GEOLOGY SUPPLIES	1,761.75
P10-02629	UNISOURCE CORPORATION FACILITIES SUPPLY		JANITORIAL SUPPLIES	2,575.09
P10-02630	LLEWELLYN AND SPANN ATTORNEYS AT LAW		Public Records Act	24,222.00
P10-02631	B & H PHOTO		supplies for grant functions	721.96

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02632	PROGRESSIVE MEDICAL INT.		SUPPLIES FOR NURSING	387.13
P10-02633	McKESSON GENERAL MEDICAL CORP		Medical supplies	18.71
P10-02634	K-LOG COMPANY		TABLES for CCLD Library	341.51
P10-02635	WALLCUR, INC.		NURSING SUPPLIES	85.72
P10-02636	EDMUND OPTICS AMERICA		GEOLOGY SUPPLIES	36.51
P10-02637	FREEDOM PAPER		Photo Paper for Biology Student Projects	796.05
P10-02638	ORGANIZER'S PARADISE		To be used as a resource for veterans students.	149.00
P10-02639	ALIETY GARCIA		Super Saturday Workshop Trainer	90.00
P10-02640	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.		ASSESSMENT MATERIALS-SDS	1,382.40
P10-02641	GREENLEIGH & WONG TECHNICAL SERVICE LLC		AV PROJECTOR BULBS	2,099.46
P10-02642	TRIARCH INC.		BIOLOGY SUPPLIES	46.76
P10-02643	DICK BLICK COMPANY		GRAPHIC SUPPLIES	465.32
P10-02644	MSC INDUSTRIAL SUPPLY CO.		RODENT CONTROL	85.39
P10-02645	LOEX CLEARINGHOUSE FOR LIBRARY INSTRUCTION (LOEX)		Inst. membership per Tom Weisrock request	80.00
P10-02646	TRIARCH INC.		MICROBIOLOGY SUPPLIES	217.45
P10-02647	NEWBEGINNINGS, INC.		Chancellor's Opening Session 1-6-10	535.59
P10-02648	SPECTRUM LABORATORY PRODUCTS		BIOLOGY SUPPLIES	242.56
P10-02649	UNISOURCE CORPORATION FACILITIES SUPPLY		JANITORIAL SUPPLIES	5,927.96
P10-02650	W.A. CHARNSTROM CO.		DROP BOX	450.23
P10-02651	GENERAL BINDING CORP. TELECENTER		Laminate Film for CDC Laminator	270.13
P10-02652	COUNTY OF ORANGE AUDITOR-CONTROLLER		OCSD/Comm 800MHZ Cost Alloc. 2nd Qtr FY 09/10	235.00
P10-02653	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		Required Textbooks for EOPS Eligible students	56,904.00
P10-02654	BOB PARRETT CONSTRUCTION		Renovation to Toddler/Crib Area at CDC	13,434.00
P10-02655	HAITBRINK ASPHALT PAVING, INC.		SM PLANTER	20,064.38
P10-02656	MAC MALL		DVD Burner for Jamie Poster, Prof. Film Studies	111.63
P10-02657	LAGUNA COUNTRY UNITED METHODIST CHURCH		Fee for Usage of Facility	1,280.00
P10-02658	ERIC SCHOFIELD		Stage Technician/IVC Fall09 Students Dance Concert	700.00
P10-02659	NATIONAL INSTRUMENTS		LabVIEW Software & Course Materials	29,109.54
P10-02660	HOME DEPOT		GEOLOGY EQUIPMENT	512.91
P10-02661	SCIENCE KIT, INC.		BIOLOGY SUPPLIES	49.02
P10-02662	CPP, INC. DAVIES BLACK PUBLISHING		CAREER ASSESSMENT TESTING MATERIALS	589.64
P10-02663	LEARNING SEED		Dept. Resources	878.15
P10-02664	BUTTERICK/MCCALL/VOGUE PATTERN COMPANY		Student Supplies	46.49
P10-02665	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE		Cobra Subsidy Payment	7,500.00
P10-02666	KELVIN ELECTRONICS		GEOLOGY SUPPLIES	80.69

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02667	RICHARD ABRAHAM		Contract Services	240.00
P10-02668	WELLS FARGO #3317 AMAZON.COM		Request Astro Book	31.93
P10-02669	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP		BIOLOGY SUPPLIES	13.92
P10-02670	WILLIAMS RECORDING		Contract Services for recording	1,600.00
P10-02671	JERRY'S ARTARAMA		GRAPHIC SUPPLIES	360.28
P10-02672	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA/CCCAA		Library database per Ana Maria Cobos request	27.00
P10-02673	SC INC. EMBROIDERY		SB Team Supplies 2010	848.25
P10-02674	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD		Subscription Renewal - Chronicle of Higher Ed	75.00
P10-02675	NCMPR NATIONAL OFFICE ATTN: BECKY OLSON		Renewal of NCMPR Membership	395.00
P10-02676	LA MOTTE CHEMICAL PRODUCTS CO		WATER TREATMENT CHEMICALS	177.90
P10-02677	ECONOMIC ALTERNATIVES, INC.		WATER TREATMENT CHEMICALS	10,157.67
P10-02678	GRACE TRAINING SUPPLY		MATERIALS FOR NURSING	17,830.31
P10-02679	METRONOME, INC.		CISCO SWITCHES	23,887.20
P10-02680	COMPUTERLAND OF SILICON VALLEY		ADOBE MAINTENANCE PLAN RENEWALS	34,620.00
P10-02681	PASCO DOORS		REPLACE LOCK SETS IN SSC LOBBY DOORS	7,594.00
P10-02682	SCANTRON CORPORATION		Scantron forms for division	83.72
P10-02683	MICROWEST SOFTWARE SYSTEMS, INC.		AMMS Work Order Training in San Diego	1,580.00
P10-02684	McKESSON GENERAL MEDICAL CORP		NURSING SUPPLIES	90.57
P10-02685	FISHER SCIENTIFIC		Gloves for Phleb/Mlt Classes	109.55
P10-02686	DIANA GRAY		Contract Services	2,000.00
P10-02687	MICROSOFT IT ACADEMY		MS IT Academy Software	1,712.81
P10-02688	XEROX CORPORATION		Staples for Copy Machine in Workroom 312	123.10
P10-02689	B & H PHOTO		photographic paper	2,945.39
P10-02690	TASTE CATERING, INC.		CATERING: FACULTY ORIENTATION	479.12
P10-02691	SCANTRON CORPORATION		Scantron Forms for SLOs	152.12
P10-02692	MOLE-RICHARDSON		Lighting accessories	267.43
P10-02693	CDW-G COMPUTER CENTERS		Technology supplies	573.05
P10-02694	McKESSON GENERAL MEDICAL CORP		medical supplies	126.70
P10-02695	CAMPUS CAREER COUNSELOR SUBSCRIPTIONS		Campus Career Counselor	69.00
P10-02696	BARBARA PENLAND		CA Paramedic Program Directors Membership	50.00
P10-02697	BATTERY SPECIALTIES		BATTERIES FOR CACT	39.89
P10-02698	SEHI PROCOMP COMPUTER PRODUCTS		ink for color copiers	1,061.68
P10-02699	CDW-G COMPUTER CENTERS		Adobe Software for Sherpa Project	1,707.19
P10-02700	HAITBRINK ASPHALT PAVING, INC.		Light pole base replacements	12,650.00
P10-02701	VWR INTERNATIONAL, INC.		GOGGLES	22.89
P10-02702	VWR INTERNATIONAL, INC.		CHEMISTRY SUPPLIES	3,333.68
P10-02703	GREENE & ASSOCIATES		Consultant Agreement	6,200.00
P10-02704	MOTOROLA C/O COMSERCO		Equipment for 800MHz Radios & Console	4,179.72

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P10-02705	MOTOROLA C/O COMSERCO		EQUIPMENT FOR DISPATCH CONSOLE	497.25
P10-02706	JOHNSON & ASSOCIATES		Job Evaluation/Class Spec Review	770.00
P10-02707	NEWBEGINNINGS, INC.		CTE COLLABORATIVE HD HS FILM FEST	2,500.00
P10-02708	LIBRARY ADVANTAGE		Purchase instructional supplies for Jeannette.	141.38
P10-02709	GRAPH PATCH		graphing pads for math instructors	58.19
P10-02710	SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP		EGYPT GRANT STUDENTS BOOKSTORE	659.91
P10-02711	RIEGLE PRESS, INC.		RIEGLE DELUXE SCHOOL CALENDARS	44.32
P10-02712	SYSTEMS SOURCE, INC.		BSTIC FURNITURE	14,897.95
P10-02713	AZAR INTERNATIONAL, INC.		RAPIDTECH NONINSTR SUPPL	29.85
P10-02714	SCANTRON CORPORATION		Scantron forms for department	342.19
P10-02715	NEWBEGINNINGS, INC.		District Offices Holiday Party Catering	800.00
P10-02716	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR		CCC Registry Job Fair 2010	2,000.00
P10-02717	SAN DIEGO EMPLOYMENT GUIDE		Recruiting/Advertising for SOCCCD	1,995.00
P10-02718	CASBO CASBO PROFESSIONAL DEVELOPMENT		Membership - CASBO	786.00
P10-02719	CCCCIO CLAIRE BIANCALANA		2009-10 & 2010-11 CCCCIO Membership Dues	600.00
P10-02720	UNITED SITE SERVICES OF CA, INC.		Porta Potty Rentals	378.98
P10-02721	JOHNSON & ASSOCIATES		Job Evaluation/Class Spec Review	875.00
P10-02722	ESCAPE TECHNOLOGY, INC.		Escape 1099 Online Training	100.00
P10-02723	NATIONAL RP SUPPORT, INC.		RAPIDTECH EQUIPMENT REPAIR	3,500.00
P10-02724	SEACORE INDUSTRIAL INC.		SM PLANTER	56,980.00
P10-02725	COMPUTERLAND OF SILICON VALLEY		Software maintenance renewal for Art Dept	117.00
P10-02726	LASER SOURCE		Toner for network printer	208.80
P10-02727	POCKET NURSE ENTERPRISES, INC.		SUPPLIES FOR MEDICAL ASSISTING	197.11
P10-02728	CAROLINA BIOLOGICAL SUPPLY		BIOLOGY SUPPLIES	94.45
P10-02729	HOME DEPOT		Materials for Renovated Classroom	500.00
P10-02730	AD ASTRA INFORMATION SYSTEMS		Astra Schedule Blue Renewal	10,500.00
P10-02731	ACCUVANT INC.		Firewall Hardware Upgrade-Basic Aid Project	282,905.50
P10-02732	REPRO XPRESS		Construction Documents for project start	349.99
P10-02733	REI		LED Flashlights	1,475.49
P10-02734	B & H PHOTO		Photography archival binders	950.48
P10-02735	LIGHT IMPRESSIONS NEW CENTURY DIRECT		Photography supplies	377.83
P10-02736	NU AGE DEVELOPMENT, INC.		A100 BUILDING ROOM A125 DOOR IN FILL AND SKIM COAT	2,489.00
P10-02737	TRAFFIC CONTROL SERVICE, INC.		hardware for parking lot signs	11.22
P10-02738	HARDY DIAGNOSTICS		FOR PURCHASING MICROBIOLOGICAL SUPPLIES	770.00
P10-02739	DEMCO INC.		Instructional supplies for Shelly.	83.27

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02740	JOHN WILEY & SONS		FERPA BULLETIN SUBSCRIPTION	94.50
P10-02741	CITY OF IRVINE		IVC CDC advertising in Irvine Comm Serv Brochure	800.00
P10-02742	CPP, INC. DAVIES BLACK PUBLISHING		Strong 1994 version	2,568.80
P10-02743	LOGOS LANGUAGE, INC.		Spanish Interpreter Holiday Baquet	195.00
P10-02744	ARGENT CHEMICAL LABORATORIES		BIOLOGY SUPPLIES	105.88
P10-02745	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB		Services for IVC Landscape/ proposal of 10/30/09	13,593.75
P10-02746	WESTERN REGIONAL HONORS COUNCIL % ALISON PRIMOZA		WRHC Institutional Membership - 2010	50.00
P10-02747	CORPORATE BUSINESS INTERIORS		table hardware for CACT	318.50
P10-02748	ASI-MODULEX		AGB BUILDING SIGNS	4,280.00
P10-02749	ASI-MODULEX		SIGNS FOR CAMPUS	8,852.52
P10-02750	KNA CONSULTING ENGINEERS, INC.		ASSESSMENT OF 2 PEDESTRIAN BRIDGES OVER LIB DRIVE	3,700.00
P10-02751	QUEZADA PRO LANDSCAPE, INC.		PE300 LANDSCAPE WORK	3,900.00
P10-02752	DIAMONDS SPORTS FIELD MAINTENANCE INC.		BASEBALL FIELD GROUNDS SUPPLIES	1,990.25
P10-02753	BRAVO SIGN & DESIGN		NO FOOD/DRINK SIGNS FOR SM	2,184.44
P10-02754	BOB PARRETT CONSTRUCTION		ABATEMENT OF CONTAMINATED DRYWALL IN TAS	37,242.00
P10-02755	MARIE DE LA PALME		Blanket reimbursement/Dance Artistic Director	500.00
P10-02756	ENCO MANUFACTURING CO.		AUTOMOTIVE SUPPLIES	288.13
P10-02757	PHILIPPE SAHAGUN		Guest Artist/IVC Fall 2009 Dance Concert	500.00
P10-02758	IMAGE PRINTING SOLUTIONS CATHY ARONSON		FORMS - Deposit Advice	399.66
P10-02759	WALTERS WHOLESALE ELECTRIC		Library Lighting Controller	8,785.00
P10-02760	EBSCO SUBSCRIPTION SERVICE		Periodical subscriptions per Tom Weisrock	14,040.74
P10-02761	INCENTRA SOLUTIONS INC.		Software Engineering/Programming Consultant - SIS	54,080.00
P10-02762	BLACKBOARD INC.		Blackboard Mobile Central	39,720.00
P10-02763	LAURETTE HEALEY		Grant Application Development Services	10,000.00
P10-02764	BLACKBOARD INC.		Modification to Blackboard Snapshot Certification	6,560.00
P10-02765	WEST-LITE SUPPLY CO.		PHOTOGRAPHY SUPPLIES	243.82
P10-02766	HPL MECHANICAL CONTRACTOR, INC.		EMERGENCY FIRE HYDRO LEAK BY THE LIBRARY ROAD.	1,466.25
P10-02767	TECHSMITH CORP		CAMTASIA/SNAGIT MAINTENANCE RENEWAL	1,423.31
P10-02768	QUEZADA PRO LANDSCAPE, INC.		DEAD TREES REMOVAL	3,360.00
P10-02769	DHK PLUMBING & PIPING, INC.		SINK REPLACEMENT IN HS BUILDING	2,259.41
P10-02770	LEE ARMSTRONG CO., INC.		WOMEN'S TEAM ROOM	2,687.00
P10-02771	LEE ARMSTRONG CO., INC.		BGS LOWER LEVEL CORRIDOR	47,352.00
P10-02772	CSI ELECTRICAL CONTRACTORS, INC.		PE 100 PANELS & INERCEPT LOADS	13,037.00

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02773	AUDIO VISUAL INTEGRATION SYSTEMS, INC.		Projectors, lamps, etc. at BSTIC	75,178.88
P10-02774	TOWNE ALLPOINTS COMMUNICATIONS		Postage for High School Parents Letter-Please RUSH	632.20
P10-02775	DISCOUNT SCHOOL SUPPLY SALES DEPARTMENT		Classroom supplies	2,275.45
P10-02776	McLOGAN SUPPLY CO., INC.		Student Supplies - Screen Printing	1,363.63
P10-02777	S & B FOODS		Refreshments for FTES Planning Meeting	217.50
P10-02779	B & H PHOTO		Printer cartridges	722.10
P10-02780	AMERICAN MEDICAL ASSOCIATION		TEXTBOOK PURCHASE FOR MA INSTRUCTOR	134.35
P10-02781	LAERDAL MEDICAL CORP.		New Equipment for Nursing Department	33,749.65
P10-02782	MATT VARHO		Contract Services	209.25
P10-02783	HIGHER ONE INC.		Higher One Invoice # 996-906	115.40
P10-02784	HIGHER ONE INC.		Higher One Invoice # 996-907	196.40
P10-02785	HIGHER ONE INC.		Higher One Invoice # 996-909	653.60
P10-02786	TITUS DAVIS		Stage Tech. for the IVC Fall 09 Dance Concert	450.00
P10-02787	CITY OF IRVINE		ADVERTISEMENT	800.00
P10-02788	RON ELLISON		Cash Advance for Theatre	500.00
P10-02789	NANCY BRACKEN		Cash Advance	500.00
P10-02790	ORANGE COUNTY REGISTER		ONLINE ADVERTISING	5,000.00
P10-02791	QUEZADA PRO LANDSCAPE, INC.		PE PAINTING PROJECT REQUIRES TRIMMED TREES	3,080.00
P10-02792	SUNNY SLOPE TREES		BLANKET PURCHASE ORDER	5,000.00
P10-02793	WEST-LITE SUPPLY CO.		SLIDE PROJECTOR LAMPS	91.22
P10-02794	CALIFORNIA STAGE/LIGHTING, INC		Lighting supplies for the PAC	1,500.00
P10-02795	KNA CONSULTING ENGINEERS, INC.		STRUCTURAL ENGINEERING SERVICES FOR SM BUILDING	1,800.00
P10-02796	PBM SUPPLY & MFG., INC.		GROUND SUPPLIES	100.68
P10-02797	ARMSTRONG MEDICAL INDUSTRIES		SUPPLIES FOR NURSING	132.68
P10-02798	COASTLINE ROP		TPP Mentor Program Fall 2009	3,592.65
P10-02799	HAAKER EQUIPMENT COMPANY		REPAIR SWEEPER	6,309.49
P10-02800	COMPUTERLAND OF SILICON VALLEY		RESEARCH AND GRANTS SOFTWARE	288.88
P10-02801	FORESTRY SUPPLIERS, INC.		FIELD-LAB SUPPLIES	538.62
P10-02802	RR SYSTEMS, INC.		STORAGE FOR CHAIRS AT VILLAGE	5,650.00
P10-02803	SCHOOL KIDS HEALTHCARE		NURSING SUPPLIES	5.65
P10-02804	WELLS FARGO #3317		TEXTBOOK FOR INSTRUCTOR	34.80
P10-02805	WELLS FARGO #3317 (DISTRICT)		Photos.com photo library subscription renewal	449.95
P10-02806	ANDERSEN'S DOOR SERVICE, INC.		KEY PROJECT	4,522.50
P10-02807	ALPHAGRAPHICS		Flyer - Early Registration High Schools	1,074.66
P10-02808	SPECTRUM LABORATORY PRODUCTS		MARINE SCIENCE SUPPLIES	378.36
P10-02809	ALENA STRICKLAND		PRIDE class Monitor	105.00
P10-02810	FRY'S ELECTRONICS		Athletic Filming Supplies	2,000.00
P10-02811	DEPT OF INDUSTRIAL RELATIONS SELF-INSURANCE PLANS		FY 2009/2010 Assessment Fees	26,261.21

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02812	QUICKSTART INTELLIGENCE		Microsoft Office SharePoint Designer 2007 Class	1,525.00
P10-02813	CAPISTRANO-LAGUNA BEACH ROP		TECH PREP Reimbursement to Capo-Laguna ROP	2,200.00
P10-02814	CPP, INC. DAVIES BLACK PUBLISHING		Strong College Profile Software, 1994 Ed	3,800.00
P10-02815	EEDEC % DANIELLE HEINBUCH		EEDEC Inst. Membership	250.00
P10-02816	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT		TPP Grant Fall 2009 Mentor Program	5,292.00
P10-02817	POLICE EQUIPMENT WORLDWIDE		POLICE SUPPLIES	81.43
P10-02818	GALE SUPPLY COMPANY		JANITORIAL SUPPLIES	413.03
P10-02819	GALE SUPPLY COMPANY		GROUNDS SUPPLIES	994.79
P10-02820	BISHOP COMPANY		GROUND SUPPLIES	1,618.56
P10-02821	LASER SOURCE		Toner for Dell Printer 5310N	401.38
P10-02822	GRAFIX SHOPPE		DECAL FOR PD VEHICLE	53.06
P10-02823	CHARLES TUMLINSON		GUEST SPEAKER - PROFESSOR CHARLES TUMLINSON	100.00
P10-02824	PEOPLE ADMIN, INC.		People Admin Service Fee	21,525.00
P10-02825	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		Transfer Center Bookmarks	1,659.53
P10-02826	LINKS SIGN LANGUAGE INTERPRETING SERVICES		Class Interpreting for Teacher	276.50
P10-02827	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA		DSA Plan Check Fees (IPAC)	8,223.90
P10-02828	DUNKEL BROTHERS		MOVING MACHINERY	10,566.00
P10-02829	HITT MARKING DEVICES, INC.		"POSTED" STAMP	114.02
P10-02830	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		CONTRACT AGREEMENT WITH VITAL LINK	10,025.00
P10-02831	CROSSLINE COMMUNITY CHURCH		Fee for Usage of Facility for Spring 2010	2,000.00
P10-02832	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM		RAPIDTECH CONSULTANT	2,950.00
P10-02833	POCKET NURSE ENTERPRISES, INC.		SUPPLIES FOR MEDICAL ASSISTING	1,440.89
P10-02834	BRAND ATHLETICS		GOLF TEAM ITEMS	4,438.88
P10-02835	KNORR SYSTEMS, INC.		SWIMMING POOL SUPPLIES	21,945.00
P10-02836	RICOH BUSINESS SOLUTIONS		Ricoh Copier Maintenance Agreement	985.60
P10-02837	UNITED INTERIORS		SSC LEARNING DISABILITIES FURNITURES	54,185.38
P10-02838	DELL MARKETING		REPLACEMENT DELL MONITORS	6,271.13
P10-02839	NEWPORT COMPUTER SOLUTIONS, INC		Annual Platespin Renewal	5,410.31
P10-02840	PRECISION FLOOR COVERING		REPLACE FLOOR IN TECH AREA OF LIBRARY	4,137.00
P10-02841	SAF-r-DIG Utility Surveys, Inc		LRC RENOVATION	5,300.00
P10-02842	THE M.S. ROUSE COMPANY, INC.		A100 REMOVE CARPETING AND BASE AND CARPET	2,800.00
P10-02843	SEHI PROCOMP COMPUTER PRODUCTS		New Monitors for Purch, Warehouse, Payroll and Acct	12,399.30
P10-02844	PACIFIC ALLIANCE CAPITAL, INC. WEST COAST TECHNOLOGY		Basic Aid Storage Upgrade Project	7,503.75
P10-02845	BOB PARRETT CONSTRUCTION		VILLAGE 5 SERVER ROOM	14,538.00
P10-02846	NEWPORT COMPUTER SOLUTIONS, INC		Basic Aid SAN Replacement Project	20,670.11

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PO Number	Vendor Name	Site	Description	Account Amount
P10-02847	UNITED INTERIORS		MONITOR ARMS FOR PURCH AND BUS SERVICES	3,293.03
P10-02848	DIRECT SYSTEMS SUPPORT		Basic Aid SAN Replacement Project	30,095.65
P10-02849	A-1 AWARDS		Recognition Awards	181.92
P10-02850	EWING IRRIGATION PRODUCTS		Open Purchase Order for Irrigation Site	3,500.00
P10-02851	RR SYSTEMS, INC.		PACK & STORE SURPLUS LIBRARY BOOKS OFF-SITE	64,328.06
P10-02852	PENN CORPORATE RELOCATION SERVICES, INC.		RELOCATION OF LIBRARY TO VILLAGE 3,4,5,7, & 8	56,383.68
P10-02853	LAGUNA BEACH UNIF. SCHOOL DIST		CTE Collaborative Externship	1,080.00
P10-02854	PROAIR CONSTRUCTION SVCS. INC.		REPLACING A/C UNI IN VIL 5	9,840.00
P10-02855	LINKS SIGN LANGUAGE INTERPRETING SERVICES		Interpreting for Meeting	158.00
P10-02856	U.S. POSTAL SERVICE ATTENTION: BULK MAIL		MAIL PERMIT #209	185.00
P10-02857	U.S. POSTAL SERVICE MISSION VIEJO POST OFFICE		BUSINESS REPLY PERMITS	770.00
P10-02858	KEN'S SPORTING GOODS		Baseball Team Supplies	2,851.76
P10-02859	BUDDY'S ALL STARS		Track & Field Team Supplies	236.85
P10-02860	ORANGE COUNTY PRINTING ATTN: ACCOUNTS RECEIVABLE		Outreach materials	1,307.12
P10-02861	ORANGE COUNTY REGISTER		AD FOR RESOLUTION	1,008.00
P10-02862	B & H PHOTO		Camera batteries	53.79
P10-02863	BESTWARE RESTAURANT SUPPLY		MARINE SCIENCE SUPPLIES	124.40
P10-02864	ABA PUBLICATIONS ORDERS		Reference Manual	89.51
P10-02865	GAYLORD BROTHERS, INC.		Instructional supplies	46.27
P10-02866	HIGHSMITH CO., INC.		Instructional Supplies.	96.35
P10-02867	SO. ORANGE CO. COMM. COL.DIST		R2T4 Repayment	191.00
P10-02868	gkkworks		Professional Services	2,500.00
P10-02869	XEROX CORPORATION		Refill Staples 4 ATEP Xerox Workcentr 7665	123.50
P10-02870	HACH COMPANY		CHEMISTRY SUPPLIES	2,115.33
P10-02871	LASER SOURCE		Toner Cartridge	83.74
P10-02872	SCHLAIFER'S ENAMELING SUPPLIES INC.		EMERITUS SUPPLIES	458.85
P10-02873	LIBRARY OF CONGRESS CATALOGING DISTRIBUTION SVC		Pay for book update.	30.00
P10-02874	McKESSON GENERAL MEDICAL CORP		EQUIPMENT FOR MEDICAL ASSISTING	1,428.45
P10-02875	ALL ELECTRONICS CORP.		ELECTRONIC SUPPLIES	212.16
P10-02876	ELECTRONIX EXPRESS		ELECTRONIC SUPPLIES	208.08
P10-02877	AARDVARK CLAY AND SUPPLIES		CERAMICS SUPPLIES	7,055.09
P10-02878	SOUTHLAND EXTERIOR BUILDING SERVICES		PE 100/200 PAINTING PROJECT	6,800.00
P10-02879	SEHI PROCOMP COMPUTER PRODUCTS		Printer cartridges for A100 color printer	1,155.57
P10-02880	TRI-BEST VISUAL DISPLAY		White Boards for Athletic Dept.	462.19
P10-02881	A-S MEDICATION SOLUTIONS, LLC		delivery location: Student Health Center	398.72

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes P10-02487 - P10-02890 **Board Meeting Date 01/25/2010**

PO Number	Vendor Name	Site	Description	Account Amount
P10-02882	DirectTV		Direct TV Service for Lifetime Fitness Center	1,000.00
P10-02883	MATT VARHO		Contract Services	209.25
P10-02884	PLAYBILL		Subscription Feb. 2010 thru Feb. 2011	26.40
P10-02885	GLOBAL ELECTRIC MOTORCARS, LLC		REPAIR OF 4 SEAT GEM CART	1,000.00
P10-02886	BUDDY'S ALL STARS INC. HEADWARE DIVISION		Softball Team Uniforms and Supplies	403.77
P10-02887	CDW-G COMPUTER CENTERS		computer surge protectors	392.56
P10-02888	H2 ENVIRONMENTAL CONSULTING SERVICES, INC.		TAS BLDG LIMITED PRELIMINARY MICROBIAL ASSESSMENT	4,075.00
P10-02889	CABLES PLUS		DUPLEX FIBER PATCH CABLES	64.08
P10-02890	MATT VARHO		Contract Services	348.75
			Total	402
				<u><u>1,961,768.92</u></u>

Fund Summary			
Fund	Description	PO Count	Amount
01	General Fund	352	845,368.97
12	Child Development Fund	4	3,800.00
40	Capital Outlay Fund	44	1,086,297.79
68	Self-Insurance Fund	2	26,302.16
Total		402	1,961,768.92

PO Changes	
New PO Amount	Change Amount
Total PO Changes	

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES CONFIRMING REQUISITION LISTING

Req #	Vendor	Comment	Total Amt
RQ10-00002	BAKER & TAYLOR	Library books per Tom Weisrock request	4,009.74
RQ10-00005	BUSINESS SERVICES	CREDIT CARD PURCHASE - OFFICE MAX	9.91
RQ10-00007	JOYCE BARTLOMAIN	Reimbursement	52.31
RQ10-00008	RICHARD GROSCOST	Reimburse Groscost	516.04
RQ10-00012	ECS PUBLISHING CORPORATION	Music rental	857.06
RQ10-00013	COAST FITNESS REPAIR SHOP	Equipment Repair/Life fitness center	2,090.43
RQ10-00017	RON GRANT	Reimbursement for Classroom Supplies	48.38
RQ10-00031	S & S COMMUNICATIONS	Repair/Installation Antennas/Radios	2,108.99
RQ10-00032	WELLS FARGO EDUCATION FINANCIAL SERVICES	Computerland(via uscollegebuy.com)	171.83
RQ10-00035	MARK KRUHMIN	reimburse staff member for purchases for Dept.	59.56
RQ10-00036	MARK KRUHMIN	reimburse staff member for purchases for Dept.	59.56
RQ10-00041	LISA INLOW	Reimbursement to Faculty SCOREBOOKS FOR MEN'S AND WOMEN'S BASKETBALL	56.32
RQ10-00045	ANDREW ALHADEFF	TEAM	29.25
RQ10-00046	SIMON DAVIES	GOALIE GLOVES FOR WOMENS SOCCER	43.49
RQ10-00049	SHATTINGER MUSIC	Music purchased	27.70
RQ10-00056	DAVID BUGAY	Conference for David Bugay	503.20
RQ10-00057	DR. ROBERT BRAMUCCI	conference expenses	2,294.20
RQ10-00070	TOD A. BURNETT	Reim. for Parking - USC	8.00
RQ10-00071	COACH AMERICA	Bus for El Field Trip on Saturday, Nov. 21, 2009	996.43
RQ10-00077	JMAC PERFORMANCE	fuel cell assembly	195.08
RQ10-00078	AVACOM	Repair for Xerox Phaser 80 printer	338.38
RQ10-00080	HALEY NGUYEN	Reimbursement to Faculty	223.19
RQ10-00081	HALEY NGUYEN	Reimbursement to Faculty	223.19
RQ10-00084	LAURA BONSTALL	Reimbursement to Faculty	42.34
RQ10-00086	WELLS FARGO #3317 (DISTRICT)	DRI*VMware	39.99
RQ10-00091	WELLS FARGO #3317 (DISTRICT)	Home Depot	194.66
RQ10-00097	RAGHU MATHUR	R Mathur to Cal Public Policy Conf	95.00
RQ10-00099	WELLS FARGO EDUCATION FINANCIAL SERVICES	MASTERCARD FOR FURNITURE TO GO IN NEW TODDLER ROOM	2,000.00
RQ10-00103	SIMON DAVIES	REIMBURSEMENT FOR WOMENS SOCCER CLEATS	99.54
RQ10-00105	LARRY RADDEN	Reimbursement	45.55
RQ10-00117	ERIC HILDEN	Reimburse staff member for conference attendance	167.00
RQ10-00118	ANTHONY HUNTLEY	Reimbursement for paleo lab supplies.	126.03
RQ10-00119	DIONNE PETITPAS	Reimburse faculty member for class studio visit REIMBURSEMENT FOR ENVELOPES FOR NURSE	250.00
RQ10-00121	DIANE PESTOLESI	INVITATIONS	164.45
RQ10-00130	MICHELLE TURCHIE	Reimbursement for BSI Regional Mtg.	25.00
RQ10-00133	RAY CHANDOS	REIMBURSEMENT FOR ELECTRONICS SUPPLIES PURCHASE	117.66
RQ10-00135	FAWN TANRIVERDI	Staff Reimbursement	95.41
RQ10-00137		American traditional holiday event	547.55
RQ10-00142	TICKET ENVELOPE COMPANY	Ticket Envelopes	143.89
RQ10-00145	SHANNON FASELER	Reimbursement	179.32

RQ10-00151	LARRY RADDEN	Reimbursement	200.00
RQ10-00153	ANTHONY HUNTLEY	Reimbursement to T.Huntley for geology materials	110.62
RQ10-00173	DAVE ODASSO	Reimbursement	59.10
RQ10-00177	WELLS FARGO #2078	Hotel Laguna	350.00
RQ10-00181	???	Reimbursement for filmmaking projects	628.32
RQ10-00182	LASER SOURCE	Service and parts for printers	424.39
RQ10-00184	COLLINS, JULIAN	Reimbursement for filmmaking projects	951.12
RQ10-00185	FULLERTON PAINT & FLOORING	Supplies for scenery painting class	180.30
RQ10-00190	???	Reimbursement for filmmaking supplies, etc.	70.39
RQ10-00192	KAREN FONG	Reimbursement	33.28
RQ10-00196	CHERYL ALTMAN	Sanitizing Products for Reading Lab.	25.64
RQ10-00200	JAN FRITSEN	Printing Ventura Workpacket - Royalties	150.00
RQ10-00217	COASTLINE AUTOMOTIVE	batteries	495.64
RQ10-00220	KAREN FONG	Reimburse Karen Fong for Ch. 39 Decals	22.40
RQ10-00224	CHERYL ALTMAN	Reimbursement for supplies	18.38
RQ10-00230	JULIE HANKS	REIMBURSEMENT FOR JULIE HANKS BASKETBALL COACH	97.86
RQ10-00232	???	Reimbursement	33.28
RQ10-00238	BAKER & TAYLOR	Library books per Tom Weisrock request	528.51
RQ10-00239	JH RECOGNITION COMPANY	Nursing Pins for Graduating Students	137.55
RQ10-00244	ANTHONY HUNTLEY	Reimbursement for lab supplies	52.60
RQ10-00251	FRANCES KELLEY	Reimbursement	339.50
RQ10-00253	LARRY RADDEN	Reimbursement	54.36
RQ10-00254	ADRENALIN SPORTS APPAREL		
RQ10-00254	DBA JOANN MARIE HYDER	TACKLE TWILL ON WOMEN'S VOLLEYBALL UNIFORMS	386.06
RQ10-00255	MARY M. COURTNEY	Payment for Speaker for Child Dev. Workshops	300.00
RQ10-00257	STEVE TEH	Reimbursement for Instructional Supply Items	37.66
RQ10-00260	HARDY DIAGNOSTICS	MICROBIOLOGY SUPPLIES	394.23
RQ10-00268	JACE MC PARTLAND	Reimburse student for film festival entry	65.70
RQ10-00271	TAYLOR JACKSON	Reimbursement for Film Festival Entry	35.00
RQ10-00273	???	Reimbursement for Filmmaking supplies, etc	423.70
RQ10-00278	???	Training for Stevens	1,500.00
RQ10-00279	ANDREW GERIG-MEYER	Reimburesement for craft services	176.85
RQ10-00284	MATT SUAREZ	hand sanitizer purchased at Costco	85.93
RQ10-00285	TONY LIPOLD	Conference Travel Reimbursement	257.20
RQ10-00286	TAMERA RICE	CONFERENCE FOR TAMERA RICE	787.03
RQ10-00287	CARLOS TUCCIO MAJOR		
RQ10-00287	APPLIANCE SERVICE	REPAIR OF DISHWASHER IN CLASSROOM invoice 3486	95.00
RQ10-00288	TAMERA RICE	CONFERENCE FOR TAMERA RICE	1,580.24
RQ10-00296	RICHARD GROSCOST	REIMBURSE GROSCOST	54.16
RQ10-00302	A-1 AWARDS	Name Plate for BOT	52.60
RQ10-00303	WELLS FARGO #3465	Safelite Repair, Auto Glass	64.95
RQ10-00304	GWEN PLANO	CONFERENCE REIMBURSEMENT	902.20
RQ10-00313	JO ANN MERRELL	Direct pay for Astro Demo	35.84
RQ10-00315	KATHERINE CANALES	Direct pay for Katherine Canales	14.44
RQ10-00319	DR. ROBIN AVERY	REIMBURSEMENT FOR TRAVEL	163.90
RQ10-00327	MIROSLAVA MANCHIK	Reimbursement - 11/18/09	145.99
RQ10-00332	MATTHEW BENDER & CO., INC.		
RQ10-00332	LEXIS NEXIS MATTHEW BENDER	Library books per Tom Weisrock request	206.11
RQ10-00357	CHERYL CLAVEL	Travel Reimbursement	27.96
RQ10-00361	THOMAS COOK	REIMBURSEMENT FOR TRAVEL	163.90
RQ10-00363	DUKE JUAREZ	Shelving in EMS Supply Closet	83.70
RQ10-00364	JESS PEREZ	Expense Reimbursement	429.24
RQ10-00365	GUENTER REHM	Reimbursement to Faculty	45.90
RQ10-00366	SUZANNE D. HEWITT	Reimbursement to Faculty	61.78
RQ10-00367	AXXIS ADVERTISING	Postcards for Music	107.66

RQ10-00370	LAURA NEUBAUER	Conference Reimbursement for Laura Neubauer	600.00
RQ10-00381	WELLS FARGO #3317 (DISTRICT)	Apple Store (online)	140.29
RQ10-00383	WELLS FARGO #3317 (DISTRICT)	Amazon.com	47.98
RQ10-00389	RAGHU MATHUR	Raghu Mathur to attend Anniversary Gala Dinner	100.00
RQ10-00396	RACHEL MANDERS	Reimbursement for grant mailings	67.15
RQ10-00397	COACH AMERICA	Bus for El Field Trip	600.00
RQ10-00398	SOMMER MC CARTNEY	Conference Reimbursement for Sommer McCartney	450.00
RQ10-00400	MICHAEL PETRICIG	Conference Reimbursement for Michael Petricig	1,075.57
RQ10-00405	COACH AMERICA	Bus for El Field Trip	600.00
RQ10-00406	COACH AMERICA	Bus for El Field Trip on December 19th	-
RQ10-00412	JENNIFER MC CUE	Reimbursement	28.56
RQ10-00415	OLIVIER'S SILK & EMBROIDERY INC. WEST GROUP/THOMSON WEST	Embroidery Services	386.61
RQ10-00417	ATTN: DAN ABERG	Pay for books.	213.00
RQ10-00422	BEEP COLCLOUGH	Reimbursement	150.00
RQ10-00423	HORN IMPROVEMENT	Instrument Repair	96.86
RQ10-00424	BEN DOLAN	Reimbursement -WESTEC 2010 EXPOSITION	400.00
RQ10-00427	EVELYN JONES	Staff Development reimbursement	199.00
RQ10-00428	JENNIFER GLEIZER	Reimbursement for Supplies	43.96
RQ10-00433	DAVID BUGAY	Conference for David Bugay	700.00
RQ10-00437	WELLS FARGO #4214	Constant Contact, Email Marketing	336.00
RQ10-00439	MATT SUAREZ	Conference Attendance	60.17
RQ10-00445	JOEY SELLERS	Reimbursement	184.18
RQ10-00446	SHARYN K. LY	Conference Reimbursement for Sharyn Ly	996.05
RQ10-00450	HALEY NGUYEN	Reimbursement to Faculty.	212.17
RQ10-00455	CCCAOE	Acrylic covers for Animal Skeletons	555.75
RQ10-00460	EDGIN	Conference CCCAOE Cancellation Fee	395.00
RQ10-00469	LISA SILVEIRA	Conference Reimbursement for Llsa Silveria	507.34
RQ10-00480	SUSAN BOETTGER	Reimbursement audio splitters for piano students	87.93
RQ10-00482	SHATTINGER MUSIC	Music purchased	1,673.98
RQ10-00483	BAKER & TAYLOR	Library books per Tom Weisrock request	407.03
RQ10-00485	DONNA RANE-SZOSTAK	REIMBURSEMENT FOR CONFERENCE	154.73
RQ10-00491	WELLS FARGO #3465	CREDIT CARD PURCHASE OF STATION FLAGS	200.00
RQ10-00496	JOANN ALFORD	Conference Reimbursement for Jo Ann Alford	1,456.47
RQ10-00497	WELLS FARGO #3465	Exclusive Refrigeration Service	460.26
RQ10-00498	ELIZABETH ARREAGA	Conference Reimbursement for Elizabeth Arreaga	466.18
RQ10-00499	ALDA BABUSEK	Conference Reimbursement for Alda Babusek	1,000.00
RQ10-00500	BARBARA BELYEA	Conference Reimbursement for Barbara Belyea	1,100.00
RQ10-00501	CARLY GONZALEZ	Conference Reimbursement for Carly Gonzalez	338.60
RQ10-00503	FRANK GONZALEZ	Conference Reimbursement for Frank Gonzalez	596.00
RQ10-00511	SUSAN HECHT	Conference Reimbursement for Susan Hecht	600.00
RQ10-00512	BARBARA HUGGINS	Conference Reimbursement for Barbara Huggins	1,077.00
RQ10-00513	ANTHONY HUNTLEY	Conference Reimbursment for Tony Huntley	300.00
RQ10-00514	STEPHEN CROUT	Reimburse student for close caption expense	376.00
RQ10-00515	DIANE MC GROARTY	Conference Reimbursement for Diane McGroarty	1,100.00
RQ10-00516	STEPHEN CROUT	Reimburse Student for mileage costs	196.92
RQ10-00519	MARCELO PIRES	Conference Reimbursement for Marcelo Pires	150.00

RQ10-00520	PATRICK QUIGLEY	Conference Reimbursment for Patrick Quigley	59.00
RQ10-00521	STEPHANIE SORENSON	Conference Reimbursement for Stephanie Sorenson	1,041.80
RQ10-00522	STEVE TEH	Conference Reimbursement for Steve Teh	300.00
RQ10-00523	RAY CHANDOS	Reimbursement for Electronics supplies	116.48
RQ10-00524	JERILYN WHITE	Conference Reimbursement for Jerilyn White	600.00
RQ10-00526	PHUONG T. VU	conference	-
RQ10-00530	SUSAN T. ROBERSTON	Conference Reimbursement for Susan Robertson	600.00
RQ10-00531	KAREN TAYLOR	Conference Reimbursement for Karen Taylor	451.14
RQ10-00532	CHIN LAM	Conference Reimbursement for Chin Lam	82.00
RQ10-00534	BARBARA LUTHER	Conference Reimbursement for Barbara Luther	95.25
RQ10-00535	DIANE RIOPKA	Reimbursement	161.54
RQ10-00536	IRVINE CHAMBER OF COMMERCE	Business Outlook 2010 Conference	110.00
RQ10-00540	RON GRANT	Reimbursement for MST Classroom Supplies	106.77
RQ10-00545	MUSIC THEATRE INTERNATIONAL	Invoice # 401327-1	15.00
RQ10-00547	PATTY ROCKLIN	Reimbursement for conference attendance	150.00
RQ10-00548	MONIK JONES	Reimburse IVC Dance instructor/Costume Fabric	217.50
RQ10-00550	JESS PEREZ	Expense Reimbursement	143.53
RQ10-00551	CHERYL K. JONES	Costumes for the IVC Fall 09 Dance concert	140.00
RQ10-00552	BETH MUELLER	SWACC Annual Board Meeting January 2010	263.82
RQ10-00559	AVO TRAINING INSTITUTE	ELECTRICAL SAFETY TRAINING FOR GERRY DOOLITTLE	653.00
RQ10-00560	GERRY DOOLITTLE	GERRY DOOLITTLE TRAINING EXPENSES	200.00
RQ10-00561	ATTN: MARIE ANTROBUS	to cover patrol hours on January 18th, 2009	246.00
RQ10-00565	MARK KRUHMIN	Reimburse staff member for voucher purchase	1,275.00
RQ10-00571	JOHE MORRIS	REIMBURSEMENT FOR LAUNDRY SERVICE	74.00
RQ10-00583	RICHARD GROSCOST	REIMBURSE GROSCOST	45.54
RQ10-00588	W. MIKE DALE LAB	TECHNICIAN	Reimbursement
RQ10-00605	JOYCE SEMANIK	HIGHER EDUCATION	Reimbursement
RQ10-00606	PUBLICATIONS	Pulblication for HR	71.00
RQ10-00608	DANUBE TECHNOLOGIES, INC.	Certified ScrumMaster Course in Irvine, CA	2,390.00
RQ10-00610	WELLS FARGO EDUCATION FINAN-	PLANNER FOR JOHN OZUROVICH	118.75
RQ10-00615	ICIAL SERVICES	REIMBURSE MICHELE WOLFF	11.30
RQ10-00617	MICHELE WOLFF	Conference Reimbursement	2,594.24
RQ10-00622	PHILLIS KUCHARSKI	ERIC GARANT ATTENDING AMMS TRAINING IN SAN DIEGO	205.89
RQ10-00623	ERIC GARANT	Reimburse for books needed for work	97.47
RQ10-00626	SANDRA POPE	ATTENDING AMMS TRAINING IN SAN DIEGO	177.93
RQ10-00627	MICHAEL JAMES	JESSICA CHA TO ATTEND AMMS TRAINING IN SAN DIEGO	163.93
RQ10-00628	JESSICA M. CHA	Reimbursement for Guest Speaker	1,900.00
RQ10-00631	???	Dept. Resources	370.37
RQ10-00633	CHEFS' TOYS	Reimbursement for drill accessories	37.62
RQ10-00639	IDEN SADEGHIEH	Reimbursement to Faculty	33.49
RQ10-00647	RUTH JACOBSON	Renewal of CACT website	86.97
RQ10-00648	NETWORK SOLUTIONS, INC.	CACT Website Renewal	173.94
RQ10-00652	WELLS FARGO #3317 (DISTRICT)	Royalties for "Be True to Your School"	150.00
RQ10-00672	ROBERT B. GREENE, JR. % ERIC	REIMBURSEMENT FOR BOOK PURCHASES	798.33
RQ10-00680	SIMONOFF	ACCCA 35th Annual conference	1,045.46
RQ10-00672	BARBARA TAMIALIS		
RQ10-00680	GLENN ROQUEMORE		

	JAMES REPKA	Saddleback		
RQ10-00684	College		Reimbursement to J.Repka for lab supplies	329.48
RQ10-00690	NONE		Payment for Speaker for Child Dev. Workshops	300.00
RQ10-00696	WILL GLEN		REIMBURSE GLEN	51.25
RQ10-00697	MARSHALL MATERIALS		SAND FOR RENOVATED TODDLER YARD	406.32
RQ10-00699	HEIDI M. OCHOA		Reimbursement	51.02
RQ10-00702	NEWBEGINNINGS, INC.		Breakfast and lunch for mentor workshop 01/08/10	649.78
RQ10-00708	KATHLEEN SCHRADER		ACCCA Conference for K Schrader-reimbursement	771.71
RQ10-00716	LISE S. TELSON		Expense for Lise Telson to attend ACCCA Conference	1,200.00
RQ10-00717	LISE S. TELSON		Expense for Lise Telson to attend ACCA Conference	1,050.00
RQ10-00718	STEPHANIE DROKER		WBL Committee Reimbursements	1,016.13
	H2 ENVIRONMENTAL CONSULTING			
RQ10-00721	SERVICES, INC.		INVOICE 12617	925.00
RQ10-00727	QUICKSTART INTELLIGENCE		Intro to Office SharePoint Server 07 Class	1,790.00
RQ10-00728	QUICKSTART INTELLIGENCE		Site Mgr Essentials Microsoft SharePoint Class	1,435.00
RQ10-00736	KARA PATTERSON		Reimbursement for Student Supplies	85.54
RQ10-00738	JANET OLSEN		Conference reimbursement	670.67
RQ10-00742	LAURA ABRAMS		Reimbursement for Postage	105.60
RQ10-00744	SANDRA GILMAN		Seminar reimbursement	199.00
	CLIFFORD MEYER	AUTO		
RQ10-00749	TECH INSTRUCTOR		reimbursement	23.90

82,952.02

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Payment of Bills
ACTION: Approval

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, Sections 85230-36, inclusive, vendor check listings are submitted at each meeting for the approval of the Board of Trustees.

STATUS

Checks No. 087146 through 088278, processed through the Orange County Department of Education, totaling \$5,481,875.40; and Checks No. 009737 through 009754, processed through Saddleback College Community Education, totaling \$41,069.82; and Checks No. 008642 through 008655, processed through Irvine Valley College Community Education, totaling \$5,103.12 are submitted for the approval of the Board of Trustees.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the payment of bills as Listed in EXHIBIT A.

Checks Dated 11/13/2009 through 01/05/2010

Board Meeting Date 01/25/10

Check Number	Check Date	Pay to the Order of	Check Amount
087146	11/17/2009	MARYAM AFSHARI	75.00
087147	11/17/2009	JOANN ALFORD	20.00
087148	11/17/2009	MARINA AMINY	134.00
087149	11/17/2009	BENDER, GRETCHEN	65.90
087150	11/17/2009	MARIA BESNARD	20.00
087151	11/17/2009	NICHOLAS A. BOOKER	531.86
087152	11/17/2009	ZINA BORATYNEC	709.25
087153	11/17/2009	KRISTINE C. BROMBERGER	25.00
087154	11/17/2009	DAVID BUGAY	97.84
087155	11/17/2009	TERESA CAMACHO	86.63
087156	11/17/2009	JENNY H. CLARK	505.10
087157	11/17/2009	CHRISTINE COY	600.00
087158	11/17/2009	MARIANA J. DE SARACHO	25.00
087159	11/17/2009	JASON FENTON	70.00
087160	11/17/2009	ERIC R. GARCIA	25.00
087161	11/17/2009	LISA HESSE	600.00
087162	11/17/2009	CAROL HILTON	99.45
087163	11/17/2009	ELIZABETH ININNS	443.00
087164	11/17/2009	DR. CRAIG JUSTICE	481.62
087165	11/17/2009	HIRO KONISHI	325.00
087166	11/17/2009	CHIN LAM	25.00
087167	11/17/2009	TONY LIPOLD	368.20
087168	11/17/2009	TEDDI LORCH	228.11
087169	11/17/2009	CLIFFORD MEYER	AUTO TECH INSTRUCTOR 34.38
087170	11/17/2009	HEIDI M. OCHOA	100.00
087171	11/17/2009	MARIA PANIAGUA	59.30
087172	11/17/2009	LORI PARRA	69.63
087173	11/17/2009	JUDI POHL	65.00
087174	11/17/2009	TYLER SCHULDT	230.00
087175	11/17/2009	MARY WILLIAMS	140.61
087176	11/17/2009	LAURA ABRAMS	29.90
087177	11/17/2009	DAVID E. ANDERSON, JR.	31.96
087178	11/17/2009	JULIE ANDERSON	53.90
087179	11/17/2009	BENDER, GRETCHEN	153.45
087180	11/17/2009	TRAVIS EDWARDS	15.07
087181	11/17/2009	EDWARD EIEN	1,800.00
087182	11/17/2009	FEDERAL EXPRESS	179.80
087183	11/17/2009	ESTER GRAHAM	25.67
087184	11/17/2009	RAUL B. GUTIERREZ	29.70
087185	11/17/2009	JUDY HENMI	82.28
087186	11/17/2009	BICHTUYEN JENSEN	14.64
087187	11/17/2009	NICOLE LOFTUS	72.03
087188	11/17/2009	TEDDI LORCH	20.38
087189	11/17/2009	LORI MANGELS	107.32
087190	11/17/2009	TRACY MC CONNELL	41.60
087191	11/17/2009	EARL PAGAL	24.25
087192	11/17/2009	ELLEN POLING	34.92
087193	11/17/2009	DONNA PRIBYL	45.65
087194	11/17/2009	TAMERA RICE	44.33
087195	11/17/2009	MATT SUAREZ	42.06
087196	11/17/2009	DAN WALSH	78.09
087197	11/17/2009	PERRY WEBSTER	68.70
087198	11/17/2009	ELIZABETH WEISS	43.05
087199	11/18/2009	AT&T	PAYMENT CENTER 223.58
087200	11/18/2009	AT&T	50.00
087201	11/18/2009	AT&T	49.86
087202	11/18/2009	AT&T	6,388.27

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Check Number	Check Date	Pay to the Order of	Check Amount
087203	11/18/2009	AT&T	11.35
087204	11/18/2009	AT&T	11.32
087205	11/18/2009	SAN DIEGO GAS & ELECTRIC	34,501.51
087206	11/18/2009	SOUTHERN CALIFORNIA EDISON CO.	31.26
087207	11/18/2009	SOUTHERN CALIFORNIA GAS CO.	8,787.38
087208	11/18/2009	USA MOBILITY ATTN: ACCOUNTS RECEIVABLE	91.67
087210	11/18/2009	ANTHONY HUNTLEY	3,599.20
087211	11/19/2009	PHOENIX GROUP INFORMATION SYS.	1,889.70
087212	11/19/2009	QUEST DIAGNOSTICS	689.85
087213	11/19/2009	QUICK CAPTION	1,026.00
087214	11/19/2009	S & B FOODS CATERING DIVISION	360.89
087215	11/19/2009	SADDLEBACK APPLIANCES	13.59
087216	11/19/2009	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	4,592.00
087217	11/19/2009	SAMY'S CAMERA	551.91
087218	11/19/2009	FHEG - SADDLEBACK BOOKSTORE STORE #296	4,979.25
087219	11/19/2009	SCANTRON CORPORATION	159.42
087220	11/19/2009	SEARNS CONTRACT SALES CRAFTSMAN TOOLS	224.99
087221	11/19/2009	SEHI PROCOMP COMPUTER PRODUCTS	1,847.66
087222	11/19/2009	SETON	237.25
		Unpaid Sales Tax	18.75
		Expensed Amount	256.00
087223	11/19/2009	SHAMROCK SUPPLY	625.32
087224	11/19/2009	SARA LEILA SHEYBANI % MSE DIVISION OFFICE	41.94
087225	11/19/2009	SHRED-IT CAMPO ENTERPRISES, INC.	180.00
087226	11/19/2009	SIEMENS WATER TECHNOLOGIES	155.92
087227	11/19/2009	SIGMA ALDRICH CHEMICAL CO.	421.94
087228	11/19/2009	SIGN WAREHOUSE.COM	209.40
		Unpaid Sales Tax	16.71
		Expensed Amount	226.11
087229	11/19/2009	SILVER STATE COACH, INC.	3,952.50
087230	11/19/2009	SILVINO'S PRO FLASH RX, INC.	116.00
087231	11/19/2009	DANIEL SMITH, INC.	1,087.76
		Unpaid Sales Tax	95.18
		Expensed Amount	1,182.94
087232	11/19/2009	SNAP PROMOTIONS	346.00
		Unpaid Sales Tax	28.13
		Expensed Amount	374.13
087233	11/19/2009	SNAP-ON INDUSTRIAL A Division of IDSC Holdings	240.76
087234	11/19/2009	ADCLUB ADVERTISING SERVICE	1,460.00
087235	11/19/2009	ALL SIGNS AMERICA	201.19
087236	11/19/2009	AMERICAN SCIENCE & SURPLUS	128.45
		Unpaid Sales Tax	9.84
		Expensed Amount	138.29
087237	11/19/2009	WARREN ANSALDO	25.26
087238	11/19/2009	ARAMARK UNIFORM SERVICES	65.07
087239	11/19/2009	B & H PHOTO	229.00
		Unpaid Sales Tax	20.03
		Expensed Amount	249.03
087240	11/19/2009	BAKER & TAYLOR	4,009.74
087241	11/19/2009	BAMWALL CO.	1,485.00
087242	11/19/2009	BATTERY SPECIALTIES	23.56

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087243	11/19/2009	MIKE BROWN GRANDSTANDS, INC. BRAND SERVICES, INC.	500.00
087244	11/19/2009	CAPT BUSINESS OFFICE Unpaid Sales Tax .96 Expensed Amount 11.96	11.00
087245	11/19/2009	CCS PRESENTATION SYSTEMS, INC	841.45
087246	11/19/2009	CHANNING L. BETE CO., INC.	107.83
087247	11/19/2009	CHEFS' TOYS	1,054.83
087248	11/19/2009	COACH AMERICA	4,071.17
087249	11/19/2009	COLE-PARMER INSTRUMENT COMPANY	168.41
087250	11/19/2009	COMPUTERLAND	1,473.79
087251	11/19/2009	CORPORATE BUSINESS INTERIORS	951.57
087252	11/19/2009	COVER CONNECTION	104.07
087253	11/19/2009	COX COMMUNICATIONS	3,924.55
087254	11/19/2009	CREATION ENGINE	670.11
087255	11/19/2009	CSK AUTO, INC.	554.19
087256	11/19/2009	DANA POINT YACHT MAINTENANCE	31.90
087257	11/19/2009	DANA WHARF SPORTFISHING	2,400.00
087258	11/19/2009	DATAMAX O'NEIL PRINTER SUPPLIES	978.17
087259	11/19/2009	DE NAULT'S TRUE VALUE HARDWARE	340.71
087260	11/19/2009	DEMCO INC.	61.92
087261	11/19/2009	DYNAMIC TEST SYSTEMS, INC.	411.35
087262	11/19/2009	EDUCATIONAL MUSIC SERVICE	70.20
087263	11/19/2009	EIGER SPORTS WEAR Unpaid Sales Tax 271.60 Expensed Amount 3,375.60	3,104.00
087264	11/19/2009	ENERGY TECHNOLOGIES INT'L	13,500.00
087265	11/19/2009	FERGUSON ENTERPRISES, INC.	883.94
087266	11/19/2009	FISHER SCIENTIFIC	426.45
087267	11/19/2009	COMPUTERLAND	773.79
087268	11/19/2009	COMPUTERLAND	700.00
087269	11/19/2009	SOUTHERN CALIFORNIA EDISON CO.	18,021.38
087270	11/20/2009	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	595.00
087271	11/20/2009	ESCAPE TECHNOLOGY, INC.	187.50
087272	11/20/2009	gkkworks	10,893.07
087273	11/20/2009	HUR FLOORING CO. MICHAEL SERKIS HUR	6,957.00
087274	11/20/2009	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	51,130.85
087275	11/20/2009	LAMAR SPACE INC.	146.81
087276	11/20/2009	MC KENNA LONG & ALDRIDGE, LLP	6,582.25
087277	11/20/2009	PB AMERICAS, INC.	1,800.75
087278	11/20/2009	PCN3, INC.	187,908.98
087279	11/20/2009	PUBLIC ECONOMICS, INC.	8,444.29
087280	11/20/2009	RED STONE, INC	12,096.00
087281	11/20/2009	SOUTHLAND EXTERIOR BUILDING SERVICES	18,500.00
087282	11/20/2009	BP ENERGY COMPANY BANK OF AMERICA, % REMITTANCE	73,565.15
087283	11/20/2009	COX COMMUNICATIONS	4,115.45
087285	11/20/2009	XEROX CORP.	13,014.93
087286	11/20/2009	LIBRARY OF CONGRESS CATALOGING DISTRIBUTION SVC	525.00
087287	11/20/2009	XEROX CORP.	6,382.71
087288	11/23/2009	XEROX CORP.	4,203.83
087289	11/23/2009	WALEED M. M. AHAMED	600.00
087290	11/23/2009	ZEINAT EID SOLIMAN AHMED	600.00
087291	11/23/2009	WAHEED A. A. ALI	600.00

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087292	11/23/2009	KARIM A. A. E. ALY	600.00
087293	11/23/2009	AMIR H. H. A. AMIN	600.00
087294	11/23/2009	SIDIEE S. M. A. AWADIEN	600.00
087295	11/23/2009	HANAN A. A. BADAWEY	600.00
087296	11/23/2009	CAMDEN CROWN VALLEY APARTMENTS	6,233.12
087297	11/23/2009	AHMED E. E. M. B. ELHEDENY	600.00
087298	11/23/2009	MOHAMED F. E. Y. GABALLA	600.00
087299	11/23/2009	HERITAGE POINT LUXURY APTS.	1,345.00
087300	11/23/2009	AHMED A. E. M. IBRAHIM	600.00
087301	11/23/2009	OMAR M. S. IBRAHIM	600.00
087302	11/23/2009	AMRO H. A. A. F. A. MANSOUR	600.00
087303	11/23/2009	AHMED M. H. MOHAMED	600.00
087304	11/23/2009	KHALED M. M. A. NASR	600.00
087305	11/23/2009	MAHMOUD S. A. SAYED	600.00
087306	11/23/2009	LOUIS SESSLER	58.43
087307	11/23/2009	ALAA S. H. TAHA	600.00
087308	12/01/2009	SIGMA ALDRICH CHEMICAL CO.	252.69
087309	12/01/2009	SO COAST A.Q.M.D.	154.25
087310	12/01/2009	SOUTHERN COUNTIES OIL DBA/SC FUELS	607.72
087311	12/01/2009	SO. ORANGE CO. COMM. COL.DIST	148.00
087312	12/01/2009	SO. ORANGE CO. COMM. COL.DIST	545.00
087313	12/01/2009	SO. ORANGE CO. COMM. COL.DIST	147.00
087314	12/01/2009	SO. ORANGE CO. COMM. COL.DIST	92.00
087315	12/01/2009	SO. ORANGE CO. COMM. COL.DIST	237.00
087316	12/01/2009	SOCIETY OF MANUFACTURING ENGINEERS	2,400.00
087317	12/01/2009	SONRISE ELECTRICAL	965.00
087318	12/01/2009	SPECTRUM CHEMICAL MFG. CORP.	13,534.69
087319	12/01/2009	SPORTS IMPORTS	1,520.00
087320	12/01/2009	LEEANN STONE	2,500.00
087321	12/01/2009	STOVER SEED COMPANY	2,610.00
087322	12/01/2009	TECO PIANO MOVERS	300.00
087323	12/01/2009	TERMITE TERRY PEST CONTROL	150.00
087324	12/01/2009	EDWIN TIONGSON	58.68
087325	12/01/2009	SPORTS SUPPLY GROUP INC.	187.37
087326	12/01/2009	BIOPOOL U.S. INC TRINITY BIOTECH DISTRIBUTION	263.30
087327	12/01/2009	TUTTLE-CLICK FORD	44.48
087328	12/01/2009	UNISOURCE WORLDWIDE INC.	10,858.77
087329	12/01/2009	UNITED INTERIORS	18,535.88
087330	12/01/2009	UNITED SITE SERVICES OF CALIFORNIA, INC.	264.37
087331	12/01/2009	UNIVERSITY HIGH SCHOOL % SUZANNE FITZPATRICK	100.00
087332	12/01/2009	VANIMAN MANUFACTURING INC.	249.08
087333	12/01/2009	VICTORY CUSTOM ATHLETIC	342.62
087334	12/01/2009	VWR INTERNATIONAL, INC.	43.19
087335	12/01/2009	MICHAEL WOLF INTERIORS INC.	4,891.81
087336	12/01/2009	CASEY ROGAN	47.00
087337	12/01/2009	CHRISTOPHER HACKER	244.00
087338	12/01/2009	IRVINE PIPE & SUPPLY	1,064.65
087339	12/01/2009	JOHNSTONE SUPPLY	297.75
087340	12/01/2009	RUSTY KEELER PLANET EARTH PLAYSCAPES, INC.	1,046.12
087341	12/01/2009	LAGUNA BALLET, INC.	3,029.00
087342	12/01/2009	LAGUNA BEACH UNIF. SCHOOL DIST	4,032.00
087343	12/01/2009	NADEAU ENTERPRISES, INC. C/O CLIENT TRUST MCCLUNG & DAVIS	36,581.13
087344	12/01/2009	BARBARA MARTINEZ	210.00
087345	12/01/2009	JENNIFER MC CUE	76.12

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087346	12/01/2009	MC FADDEN-DALE INDUSTRIAL	107.01
087347	12/01/2009	SALLIE MILLER	630.00
087348	12/01/2009	SOPHIE MILLER	8.69
087349	12/01/2009	MISSION PRINTING COMPANY	415.43
087350	12/01/2009	MOLE-RICHARDSON	175.97
087351	12/01/2009	MONTGOMERY HARDWARE	7,960.02
087352	12/01/2009	SHANNA MOORHOUSE	40.52
087353	12/01/2009	MOULTON-NIGUEL WATER DIST.	10,629.81
087354	12/01/2009	MULTIFAMILY INTERNET VENTURES DBA ERENTERPLAN INSURANCE	100.00
087355	12/01/2009	NAT'L ATHLETIC TRAINERS ASSN	390.00
087356	12/01/2009	NEUDESIC, LLC	3,906.00
087357	12/01/2009	NEWBEGINNINGS, INC. CATERING DIVISION	5,065.91
087358	12/01/2009	HALEY NGUYEN	78.50
087359	12/01/2009	NOTHING BUT AIR	280.00
087360	12/01/2009	OTTP	303.30
		Unpaid Sales Tax	24.81
		Expensed Amount	328.11
087361	12/01/2009	NEUDESIC, LLC	300,950.00
087362	12/01/2009	NEWPORT COMPUTER SOLUTIONS,INC	17,643.16
087363	12/01/2009	AA EQUIPMENT RENTALS	164.76
087364	12/01/2009	ADVANCED EXERCISE EQUIPMENT CORPORATE OFFICE	14,772.60
087365	12/01/2009	ALLIED REFRIGERATION INC	114.11
087366	12/01/2009	AMTECH ELEVATOR SERVICES	1,693.33
087367	12/01/2009	ANN KARE, INC.	989.20
		Unpaid Sales Tax	86.56
		Expensed Amount	1,075.76
087368	12/01/2009	ASCAP	7,309.49
087369	12/01/2009	WEST GROUP	283.00
087370	12/01/2009	THOMAS BARGER	480.00
087371	12/01/2009	JOYCE BARTLOMAIN	52.31
087372	12/01/2009	BRAND ATHLETICS	1,352.03
087373	12/01/2009	BUDDY'S ALL STARS	155.55
087374	12/01/2009	CALIFORNIA STAGE/LIGHTING, INC	1,975.23
087375	12/01/2009	CAL COAST PACKING & CRATING CO	1,150.00
087376	12/01/2009	CAPT BUSINESS OFFICE	313.93
		Unpaid Sales Tax	26.25
		Expensed Amount	340.18
087377	12/01/2009	CENTRAL RESTAURANT PRODUCTS	3,046.12
		Unpaid Sales Tax	242.51
		Expensed Amount	3,288.63
087378	12/01/2009	CINTAS CORPORATION	22.00
087379	12/01/2009	COASTLINE ROP	4,000.00
087380	12/01/2009	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA/CCCAA	1,503.00
087381	12/01/2009	COMPUTERLAND	507.00
087382	12/01/2009	DELL MARKETING L.P. C/O DELL USA L.P.	825.05
087383	12/01/2009	FISHER SCIENTIFIC	109.46
087384	12/01/2009	HITT MARKING DEVICES, INC.	76.07
087385	12/01/2009	HOME DEPOT CREDIT SERVICES	1,204.01
087386	12/01/2009	KAREN HUCKFELDT	100.00
087387	12/01/2009	LISA INLOW	19.33
087388	12/01/2009	IRVINE PIPE & SUPPLY	2,516.70

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087389	12/01/2009	IRVINE UNIFIED SCHOOL DIST. ATTN: P.GRAHAM, ACCOUNTING	281.50
087390	12/01/2009	IRVINE VALLEY COLLEGE BOOKSTORE	3,969.70
087391	12/01/2009	IRVINE VALLEY COLLEGE BOOKSTORE	1,087.30
087392	12/01/2009	KNORR SYSTEMS, INC.	850.43
087393	12/01/2009	LAGUNA CLAY CO.	1,141.88
087394	12/01/2009	DIONNE PETITPAS	250.00
087395	12/01/2009	CRYSTAL SHOMPH	1,700.00
087396	12/01/2009	SKYKING SEARCHLIGHTS	450.00
087397	12/01/2009	POSTMASTER	1,200.00
087398	12/01/2009	UNITED WORLD ENTERPRISE, INC.	500.00
087399	12/01/2009	MICHAEL E. WILSON	9,178.00
087400	12/01/2009	ALL AMERICAN INSPECTION, INC.	4,900.00
087401	12/01/2009	ALVAREZ & MARSAL REAL ESTATE ADVISORY SVCS, LLC	4,435.15
087402	12/01/2009	CARRIER JOHNSON	2,742.43
087403	12/01/2009	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	300.00
087404	12/01/2009	CRC CONSULTING GROUP, INC.	550.00
087405	12/01/2009	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	81,441.56
087406	12/01/2009	ENVIRON	6,093.41
087407	12/01/2009	gkkworks	48,149.71
087408	12/01/2009	LPA, INC.	6,155.71
087409	12/01/2009	PB AMERICAS, INC.	3,157.89
087410	12/01/2009	PJHM ARCHITECTS	2,633.00
087411	12/01/2009	R2A ARCHITECTURE	8,119.02
087412	12/01/2009	RGP PLANNING & DEVELOPMENT SERVICES	25,719.30
087413	12/01/2009	SOCCCD REVOLVING FUND	3,000.00
087414	12/01/2009	UNITED SITE SERVICES OF CALIFORNIA, INC.	145.08
087415	12/01/2009	SPECIALIZED WELDING AND FABRICATION	2,788.00
087416	12/01/2009	ABTECH SYSTEMS, INC. WORLDWIDE HEADQUARTERS	2,090.57
087417	12/01/2009	CABLES PLUS	399.10
		Unpaid Sales Tax	30.82
		Expensed Amount	429.92
087418	12/01/2009	INCENTRA LLC	10,452.00
087419	12/02/2009	RED DIGITAL CAMERA COMPANY	2,108.62
087420	12/02/2009	AT&T	60.00
087421	12/02/2009	AT&T	27.24
087422	12/02/2009	AT&T	10.02
087423	12/02/2009	AT&T	11.36
087424	12/02/2009	AT&T	31.66
087425	12/02/2009	PACIFIC WATER AND POWER	35.56
087426	12/02/2009	SOUTHERN CALIFORNIA EDISON CO.	1,541.21
087427	12/02/2009	SOUTHERN CALIFORNIA EDISON CO.	9,925.96
087428	12/02/2009	SOUTHERN CALIFORNIA EDISON CO.	18,011.10
087429	12/02/2009	SOUTHERN CALIFORNIA EDISON CO.	36.72
087430	12/02/2009	SOUTHERN CALIFORNIA GAS CO.	2,845.83
087431	12/02/2009	SOUTHERN CALIFORNIA GAS CO.	4,397.40
087432	12/02/2009	SOUTHERN CALIFORNIA GAS CO.	31.90
087433	12/02/2009	VERIZON WIRELESS	24.11
087434	12/02/2009	VERIZON WIRELESS	147.70
087435	12/02/2009	VERIZON WIRELESS	488.77
087436	12/02/2009	VERIZON WIRELESS	78.57
087437	12/02/2009	SWRCB	578.00
087438	12/02/2009	PACIFIC SCREENWORKS	3,166.26
087439	12/02/2009	PARK CENTER REALTY ADVISORS	500.00

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087440	12/02/2009	PRO LOOK SPORTS	2,573.87
087441	12/02/2009	PULSE UNIFORM	269.30
087442	12/02/2009	RACO INDUSTRIES	325.92
087443	12/02/2009	SECURITAS SECURITY SVCS, USA	4,637.50
087444	12/02/2009	SEHI PROCOMP COMPUTER PRODUCTS	1,104.85
087445	12/02/2009	SHRED-IT CAMPO ENTERPRISES, INC.	153.00
087446	12/02/2009	SOCIETY FOR CONSERVATION BIOLOGY	29.00
087447	12/02/2009	SPECTRUM CHEMICAL MFG. CORP.	553.57
087448	12/02/2009	AMY L. STINSON	136.84
087449	12/02/2009	FRANK STRNAD	150.00
087450	12/02/2009	SUPERIOR PRESS	469.78
087451	12/02/2009	SYSCO LOS ANGELES	479.94
087452	12/02/2009	TISCARENO CATERING	362.14
087453	12/02/2009	SPORTS SUPPLY GROUP INC.	2,364.92
087454	12/02/2009	TOTALLY CHOCOLATE	1,827.90
087455	12/02/2009	TRAFFIC CONTROL SERVICE, INC.	397.68
087456	12/02/2009	TREND OFFSET PRINTING	12,453.87
087457	12/02/2009	VIDEO SERVICE OF AMERICA	439.62
087458	12/02/2009	VISTA PAINT CORPORATE OFFICE	289.23
087459	12/02/2009	WARD'S NATURAL SCIENCE	412.72
087460	12/02/2009	US MERCHANT GROUP, INC. DBA WESTMEDICS.COM	6,373.36
087461	12/02/2009	MJ CONTRACTORS, INC.	97,335.00
087462	12/02/2009	SUPERIOR PAPER & PLASTIC INC.	892.16
087463	12/02/2009	US FOODS	1,419.29
087464	12/02/2009	GRETCHEN BENDER	215.00
087465	12/02/2009	MICHAEL BENNETT	652.00
087466	12/02/2009	DR. ROBERT BRAMUCCI	168.00
087467	12/02/2009	BRENDA BRUNO	100.00
087468	12/02/2009	TOD A. BURNETT	470.90
087469	12/02/2009	ROBERT COSGROVE	126.76
087470	12/02/2009	KIM D'ARCY	100.94
087471	12/02/2009	LISA DAVIS-ALLEN	288.08
087472	12/02/2009	WENDY GABRIELLA	166.90
087473	12/02/2009	JIM GASTON	1,778.38
087474	12/02/2009	ESTER GRAHAM	497.31
087475	12/02/2009	RUSSELL HAMILTON	47.77
087476	12/02/2009	WILLIAM HEWITT	246.02
087477	12/02/2009	CAROL HILTON	248.40
087478	12/02/2009	DR. CRAIG JUSTICE	871.39
087479	12/02/2009	STEVE LEE	128.23
087480	12/02/2009	BARBARA LUTHER	149.01
087481	12/02/2009	RAGHU MATHUR	125.00
087482	12/02/2009	MIKI MIKOLAJCZAK	51.76
087483	12/02/2009	HEIDI M. OCHOA	1,122.05
087484	12/02/2009	OHLONE COLLEGE COMMUNITY EDUCATION	35.00
087485	12/02/2009	OHLONE COLLEGE COMMUNITY EDUCATION	35.00
087486	12/02/2009	OHLONE COLLEGE COMMUNITY EDUCATION	35.00
087487	12/02/2009	DIANE PESTOLESI	831.40
087488	12/02/2009	LARRY RADDEN C/O SADDLEBACK FINE ARTS	1,324.89
087489	12/02/2009	CHRIS RIEGLE	650.00
087490	12/02/2009	DANIEL E. RIVAS	462.70
087491	12/02/2009	KAY RYALS	1,930.44
087492	12/02/2009	KATHERINE SCHMEIDLER	493.10
087493	12/02/2009	KEITH SHACKLEFORD	179.00
087494	12/02/2009	EDWARD TACKETT	840.10
087495	12/02/2009	JODI TITUS	166.90

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087496	12/02/2009	TIFFANY TRAN	1,554.52
087497	12/02/2009	DIANE WENZEL	667.00
087498	12/02/2009	JOHN WILLIAMS	1,115.80
087499	12/02/2009	MINDI WOLF	128.81
087500	12/02/2009	SONJA WYCHE	55.92
087501	12/02/2009	MARK ZANDONELLA	571.00
087502	12/02/2009	COURTESY ELECTRIC WHOLESALE	57,637.50
087503	12/03/2009	TROXELL COMMUNICATIONS, INC.	4,550.00
087504	12/03/2009	VIDEO SERVICE OF AMERICA	152.25
087505	12/03/2009	VISUCATE	6,300.00
087506	12/03/2009	SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION	1,130.68
087507	12/04/2009	BENJAMIN SAYLES	550.00
087508	12/04/2009	JOSHUA PATRICK STANSFIELD	650.00
087509	12/04/2009	SUPERCIRCUITS, INC.	140.05
		Unpaid Sales Tax	11.67
		Expensed Amount	151.72
087510	12/04/2009	TIGER DIRECT C/O SYX SERVICES	98.39
		Unpaid Sales Tax	8.00
		Expensed Amount	106.39
087511	12/04/2009	JOSEPH WILBUR WILCO SOUND DESIGN	1,200.00
087512	12/07/2009	LLEWELLYN AND SPANN ATTORNEYS AT LAW	19,046.19
087571	12/07/2009	AAA ACCESS SMOG	100.00
087572	12/07/2009	ADVANCED EXERCISE EQUIPMENT CORPORATE OFFICE	5,181.19
087573	12/07/2009	ALLIED REFRIGERATION INC	278.29
087574	12/07/2009	ARROWHEAD DRINKING WATER	43.49
087575	12/07/2009	AUTOMIC DESIGNS, INC.	1,666.65
087576	12/07/2009	B & H PHOTO	1,059.60
		Unpaid Sales Tax	92.71
		Expensed Amount	1,152.31
087577	12/07/2009	BAKER & TAYLOR	6,626.84
087578	12/07/2009	BARCODE DISCOUNT	63.95
		Unpaid Sales Tax	4.99
		Expensed Amount	68.94
087579	12/07/2009	KAYLA BATEN	300.00
087580	12/07/2009	BRAND ATHLETICS	31.20
087581	12/07/2009	TIMORAH BROWN	625.00
087582	12/07/2009	THE BANK OF NEW YORK TRUST COMPANY, N.A.	98,637.44
087583	12/07/2009	CALIFORNIA POWER PARTNERS, INC.	127,882.26
087584	12/07/2009	CABLES PLUS	139.29
		Unpaid Sales Tax	10.19
		Expensed Amount	149.48
087585	12/07/2009	CAROLINA BIOLOGICAL SUPPLY	25.37
087586	12/07/2009	CHEVRON AND TEXACO BUSINESS CARD SERVICES	128.48
087587	12/07/2009	CINTAS CORPORATION	102.00
087588	12/07/2009	CLARK SECURITY PRODUCTS INC.	142.90
087589	12/07/2009	COAST LEARNING SYSTEMS	2,660.00
087590	12/07/2009	COLLEGE SOURCE, INC.	3,800.00
087591	12/07/2009	MIKE COLLINS	353.54
087592	12/07/2009	COMPUTERLAND	1,036.99
087593	12/07/2009	CONSOLIDATED ELECTRICAL DIST.	724.28
087594	12/07/2009	CONTEMPORARY FILING SYSTEMS	330.17
087595	12/07/2009	SPARKLETTS	63.03

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087596	12/07/2009	ECONOMIC ALTERNATIVES, INC.	347.91
087597	12/07/2009	ENTERPRISE RENT-A-CAR	131.84
087598	12/07/2009	ESSENCE ENTERTAINMENT	3,410.00
087599	12/07/2009	FITNESS WHOLESALE, INC.	541.94
		Unpaid Sales Tax	2.12
		Expensed Amount	544.06
087600	12/08/2009	AT&T	34.85
087601	12/08/2009	AT&T	26.36
087602	12/08/2009	AT&T	7.87
087603	12/08/2009	AT&T	445.05
087604	12/08/2009	AT&T	32.30
087605	12/08/2009	AT&T	303.41
087606	12/08/2009	AT&T	32.30
087607	12/08/2009	AT&T	49.56
087608	12/08/2009	AT&T	49.56
087609	12/08/2009	AT&T	49.56
087610	12/08/2009	AT&T	546.89
087611	12/08/2009	AT&T	1,792.43
087612	12/08/2009	SOUTHERN CALIFORNIA EDISON CO.	39,289.58
087613	12/08/2009	PACIFIC CLIPPINGS	59.00
087614	12/08/2009	BOB PARRETT CONSTRUCTION	1,027.00
087615	12/08/2009	PASCO SCIENTIFIC	180.83
087616	12/08/2009	PHOENIX GROUP INFORMATION SYS.	1,226.96
087617	12/08/2009	PORT SUPPLY	5.58
087618	12/08/2009	POWER SYSTEMS	359.27
087619	12/08/2009	QUARTERMASTER	68.50
087620	12/08/2009	QUEZADA PRO LANDSCAPE, INC.	500.00
087621	12/08/2009	QUICK CAPTION	678.00
087622	12/08/2009	R2A ARCHITECTURE	3,463.27
087623	12/08/2009	LARRY RADDEN C/O SADDLEBACK FINE ARTS	54.36
087624	12/08/2009	FELICIA REVERS	60.00
087625	12/08/2009	RUSCO, INC.	267.48
087626	12/08/2009	SADDLEBACK APPLIANCES	1,085.31
087627	12/08/2009	SAFeway INC/PAVILIONS	1,176.03
087628	12/08/2009	SHRED-IT CAMPO ENTERPRISES, INC.	80.00
087629	12/08/2009	SPECTRUM CHEMICAL MFG. CORP.	131.88
087630	12/08/2009	TECHNOFIT	95.00
087631	12/08/2009	TUSTIN UNIFIED SCHOOL DISTRICT	442.00
087632	12/08/2009	UNIVERSITY ALLIANCE	8,635.00
087633	12/08/2009	VITAL LINK EDUCATION AND BUSINESS CONSORTIUM	5,975.00
087634	12/08/2009	KATHY WEATHERWAX	525.00
087635	12/08/2009	WESTERN EXTERMINATOR COMPANY	895.00
087636	12/08/2009	WESTMINSTER PRESS, INC.	17,628.77
087637	12/08/2009	WGBH VIDEO	27.90
		Unpaid Sales Tax	1.74
		Expensed Amount	29.64
087638	12/08/2009	WILLIAMS RECORDING	400.00
087639	12/08/2009	MICHAEL WOLF INTERIORS INC.	4,678.16
087640	12/08/2009	WORLDPOINT ECC, INC.	141.34
		Unpaid Sales Tax	11.55
		Expensed Amount	152.89
087641	12/08/2009	MICHAEL E. WILSON	7,254.00
087642	12/08/2009	SCHOOLS FIRST FEDERAL CREDIT U	130.00

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087643	12/08/2009	WELLS FARGO BANK #3465	783.82
087644	12/08/2009	WELLS FARGO BANK #4214	105.00
087645	12/08/2009	WELLS FARGO BANK #3465	231.36
		Unpaid Sales Tax	20.24
		Expensed Amount	251.60
087646	12/09/2009	WELLS FARGO BANK #4198	252.99
087647	12/09/2009	WELLS FARGO BANK #3317	911.38
		Unpaid Sales Tax	24.90
		Expensed Amount	936.28
087648	12/10/2009	ERIC SCHOFIELD	700.00
087649	12/10/2009	WELLS FARGO #2078	2,426.30
087650	12/10/2009	FHEG - SADDLEBACK BOOKSTORE STORE #296	42,408.64
087651	12/10/2009	CAMDEN CROWN VALLEY APARTMENTS	6,233.12
087652	12/10/2009	HERITAGE POINT LUXURY APTS.	1,345.00
087653	12/10/2009	HOME DEPOT CREDIT SERVICES	2,822.47
087654	12/10/2009	KEENAN & ASSOCIATES ACCOUNTS RECEIVABLE	139,333.00
087655	12/10/2009	MULTIFAMILY INTERNET VENTURES DBA ERENTERPLAN INSURANCE	100.00
087656	12/10/2009	SISC III COBRA ADMINISTRATION	7,500.00
087657	12/10/2009	WALEED M. M. AHAMED	600.00
087658	12/10/2009	ZEINAT EID SOLIMAN AHMED	600.00
087659	12/10/2009	WAHEED A. A. ALI	600.00
087660	12/10/2009	KARIM A. A. E. ALY	600.00
087661	12/10/2009	AMIR H. H. A. AMIN	600.00
087662	12/10/2009	SIDIEE S. M. A. AWADIEN	600.00
087663	12/10/2009	HANAN A. A. BADAWEY	600.00
087664	12/10/2009	AHMED E. E. M. B. ELHEDENY	600.00
087665	12/10/2009	MOHAMED F. E. Y. GABALLA	600.00
087666	12/10/2009	AHMED A. E. M. IBRAHIM	600.00
087667	12/10/2009	OMAR M. S. IBRAHIM	600.00
087668	12/10/2009	AMRO H. A. A. F. A. MANSOUR	600.00
087669	12/10/2009	AHMED M. H. MOHAMED	600.00
087670	12/10/2009	KHALED M. M. A. NASR	600.00
087671	12/10/2009	MAHMOUD S. A. SAYED	600.00
087672	12/10/2009	ALAA S. H. TAHA	600.00
087673	12/11/2009	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	450.00
087674	12/11/2009	CRC CONSULTING GROUP, INC.	2,313.48
087675	12/11/2009	gkkworks	46,264.00
087676	12/11/2009	HAITBRINK ASPHALT PAVING, INC.	12,650.00
087677	12/11/2009	HCTD, LLC c/o HUDSON CAPITAL, LLC	30,000.00
087678	12/11/2009	JACKSON, DE MARCO, TIDUS, & PECKENPAUGH	49,230.10
087679	12/11/2009	JOSE MARTINEZ TREE SERVICE	7,405.00
087680	12/11/2009	MC CARTHY BUILDING COMPANIES	5,000.00
087681	12/11/2009	PCN3, INC.	89,707.14
087682	12/11/2009	R2A ARCHITECTURE	11,127.69
087683	12/11/2009	SANDY PRINGLE ASSOCIATES INSPECTION CONSULTANTS, INC.	11,699.50
087684	12/11/2009	ACSIG/EDGE	128,097.40
087685	12/11/2009	ACSIG/EDGE	42,899.08
087686	12/11/2009	HYATT LEGAL	6,612.00
087687	12/11/2009	PACIFICARE BEHAVIORAL HEALTH	3,109.47
087688	12/11/2009	PRUDENTIAL INSURANCE COMPANY OF AMERICA	26,572.12
087689	12/11/2009	PRUDENTIAL INSURANCE COMPANY OF AMERICA	14,727.67
087690	12/11/2009	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	1,043,206.00
087691	12/11/2009	UNUM LIFE INSURANCE COMPANY	1,541.49

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087692	12/11/2009	UNUM LIFE INSURANCE COMPANY	3,270.94
087693	12/11/2009	ACSIG/EDGE	10,969.38
087694	12/11/2009	ACSIG/EDGE	3,163.48
087695	12/11/2009	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	211,274.00
087696	12/11/2009	SAFELITE AUTO GLASS	173.95
087697	12/11/2009	SEHI PROCOMP COMPUTER PRODUCTS	219.09
087698	12/11/2009	SHOKRAI LAW	2,542.50
087699	12/11/2009	DANIEL SMITH, INC.	510.34
		Unpaid Sales Tax	44.64
		Expensed Amount	554.98
087700	12/11/2009	SOUTHERN COUNTIES OIL DBA/SC FUELS	4,106.69
087701	12/11/2009	TERMITE TERRY PEST CONTROL	150.00
087702	12/11/2009	TICKET ENVELOPE COMPANY	133.08
		Unpaid Sales Tax	11.64
		Expensed Amount	144.72
087703	12/11/2009	TRI-AD	325.00
087704	12/11/2009	UNITED SITE SERVICES OF CALIFORNIA, INC.	87.74
087705	12/11/2009	UNIVERSAL SPECIALTIES, INC.	621.21
087706	12/11/2009	UPBEAT, INC.	6,246.95
		Unpaid Sales Tax	468.56
		Expensed Amount	6,715.51
087707	12/11/2009	MARLENE VARONA	300.00
087708	12/11/2009	LUIS MAURICIO VASQUEZ	1,425.00
087709	12/11/2009	VENDINI, INC. CORPORATE HEADQUARTERS	1,265.00
		Unpaid Sales Tax	106.31
		Expensed Amount	1,371.31
087710	12/11/2009	VIDEO SERVICE OF AMERICA	34.07
087711	12/11/2009	VMI BROADCAST & PROFESSIONAL VIDEO	4,987.25
087712	12/11/2009	VWR INTERNATIONAL, INC.	69.22
087713	12/11/2009	WEST COAST INTERNET, INC.	238.45
087714	12/11/2009	WEST COAST LIGHTS & SIRENS, INC.	3,349.27
087715	12/11/2009	WEST-LITE SUPPLY CO.	28,188.00
087716	12/11/2009	OFFICEMAX CONTRACT INC.	46,761.87
087717	12/11/2009	OFFICEMAX CONTRACT INC.	534.55
087718	12/11/2009	DR. ROBERT BRAMUCCI	683.89
087719	12/11/2009	CHERYL CLAVEL	27.96
087720	12/11/2009	COADN-SOUTH % DR. DIANE MOREY	200.00
087721	12/11/2009	BEN DOLAN	209.46
087722	12/11/2009	ANETA DORHOUT	600.00
087723	12/11/2009	JOHN W. EDWARDS	981.20
087724	12/11/2009	ERIC HILDEN	167.00
087725	12/11/2009	HILTON COSTA MESA	387.03
087726	12/11/2009	DENICE INCIONG	125.20
087727	12/11/2009	TONY LIPOLD	257.20
087728	12/11/2009	TEDDI LORCH	66.42
087729	12/11/2009	DANIEL LUZKO	650.00
087730	12/11/2009	RACHEL MANDERS	88.00
087731	12/11/2009	SOMMER MC CARTNEY	450.00
087732	12/11/2009	LAURA NEUBAUER	600.00
087733	12/11/2009	LA NELL PEBBLES	21.15
087734	12/11/2009	MICHAEL PETRICIG	1,075.57
087735	12/11/2009	GWEN PLANO	902.20
087736	12/11/2009	ALANNAH ORRISON ROSENBERG	1,200.00
087737	12/11/2009	MICHELLE SCHARF	158.00
087738	12/11/2009	FAWN TANRIVERDI	95.41

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087739	12/11/2009	MICHELLE TURCHIE	25.00
087740	12/11/2009	YOSEMITE COMMUNITY COL. DIST. FOR CCC REGISTRY JOB FAIR	2,000.00
087741	12/14/2009	RPM CONSULTANT GROUP	2,000.00
087742	12/14/2009	SCANTRON CORPORATION	39,848.91
087743	12/14/2009	SONIC FOUNDRY	32,161.84
087744	12/14/2009	ABC ICE HOUSE	30.02
087745	12/14/2009	ACOUSTICAL MATERIAL SERVICES	2,006.81
087746	12/14/2009	AGUINAGA GREEN, INC.	233.81
087747	12/14/2009	AIRGAS WEST	192.79
087748	12/14/2009	AMERICAN 3B SCIENTIFIC	252.00
		Unpaid Sales Tax	22.05
		Expensed Amount	274.05
087749	12/14/2009	AMER. METEOROLOGICAL SOCIETY	149.00
087750	12/14/2009	ARAMARK UNIFORM SERVICES	35.11
087751	12/14/2009	ARAMARK UNIFORM SERVICES	35.11
087752	12/14/2009	ARAMARK UNIFORM SERVICES	65.07
087753	12/14/2009	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	17,018.36
087754	12/14/2009	B & H PHOTO	79.96
087755	12/14/2009	BAKER & TAYLOR	30.93
087756	12/14/2009	BESAFE TECHNOLOGIES, INC.	738.15
087757	12/14/2009	BRAND ATHLETICS	4,233.73
087758	12/14/2009	KRISTEN BUSH	1,216.00
087759	12/14/2009	CARD INTEGRATORS CORPORATION DBA: CI SOLUTIONS	686.91
087760	12/14/2009	JOHN T. CASAGRANDE JTC CONSULTING	10,000.00
087761	12/14/2009	CCS PRESENTATION SYSTEMS, INC	50.57
087762	12/14/2009	CLARK SECURITY PRODUCTS INC.	45.78
087763	12/14/2009	COLLEGE SOURCE, INC.	1,490.00
087764	12/14/2009	COMPUTERLAND	1,805.94
087765	12/14/2009	DAY & NIGHT DOOR SERVICE, INC	576.85
087766	12/14/2009	JOHN DEERE LANDSCAPES, INC.	542.64
087767	12/14/2009	DELL MARKETING L.P. C/O DELL USA L.P.	25,943.45
087768	12/14/2009	DIVERSIFIED BUSINESS SERVICES	491.25
087769	12/14/2009	DUNN-EDWARDS CORPORATION	176.85
087770	12/14/2009	EAGLE COMMUNICATIONS	298.79
087771	12/14/2009	ECONOMIC ALTERNATIVES, INC.	91.56
087772	12/14/2009	ECS PUBLISHING CORPORATION	857.06
087773	12/14/2009	ESSENCE ENTERTAINMENT	660.00
087774	12/14/2009	YVETTE ESTRADA	50.00
087775	12/14/2009	EXPERIAN	175.85
087776	12/14/2009	FISHER SCIENTIFIC	2,221.66
087777	12/14/2009	FLEET SAFETY EQUIPMENT, INC.	191.40
		Unpaid Sales Tax	16.75
		Expensed Amount	208.15
087778	12/14/2009	FREEWAY AUTO SUPPLY	390.92
087779	12/14/2009	FULL COMPASS SYSTEMS	75.62
		Unpaid Sales Tax	5.04
		Expensed Amount	80.66
087780	12/14/2009	NEXUS IS, INC.	268,630.67
087816	12/15/2009	GALE SUPPLY COMPANY	206.63
087817	12/15/2009	CARRIE GALLISON	304.00
087818	12/15/2009	GAYLE'S EMBROIDERY	384.00
087819	12/15/2009	MICHELLE GAYNOR	42.91
087820	12/15/2009	GEAR MONKEY	947.43

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087821	12/15/2009	GEOPRIME MINERALS	2,086.86
087822	12/15/2009	GOLF VENTURES WEST	92.20
087823	12/15/2009	FRANK GONZALEZ	86.78
087824	12/15/2009	GOVCONNECTION	299.82
087825	12/15/2009	W. W. GRAINGER	6,966.17
087826	12/15/2009	GRANICUS, INC.	1,075.00
087827	12/15/2009	RON GRANT	48.38
087828	12/15/2009	GRAYBAR ELECTRIC CO.	166.31
087829	12/15/2009	GREEN THUMB INTERNATIONAL	90.83
087830	12/15/2009	GREENLEIGH & WONG TECHNICAL SERVICE LLC	851.10
087831	12/15/2009	KELLY GRIMES	3,220.00
087832	12/15/2009	GUNTHER'S ATHLETIC SERVICE	375.19
087833	12/15/2009	HAITBRINK ASPHALT PAVING, INC.	15,720.00
087834	12/15/2009	HANDY HOSE	298.55
087835	12/15/2009	ROBBIN HATTEN	225.00
087836	12/15/2009	HIRSCH PIPE & SUPPLY	4,413.87
087837	12/15/2009	HITT MARKING DEVICES, INC.	298.19
087838	12/15/2009	CHRIS HOGSTEDT	94.40
087839	12/15/2009	HYDRO-SCAPE PRODUCTS, INC.	79.36
087840	12/15/2009	IMPACT PROMOTIONAL PRODUCTS/ IMPACT ADVERTISING	1,705.55
087841	12/15/2009	IMPRESSIONS PRINTING ATTN: PRAVIN PATEL	348.00
087842	12/15/2009	INDUSTRIAL PLASTIC SUPPLY, INC	255.17
087843	12/15/2009	INGARDIA BROTHERS PRODUCE, INC.	1,675.14
087844	12/15/2009	LISA INLOW	56.32
087845	12/15/2009	INSIGHT MEDIA	137.00
		Unpaid Sales Tax	11.29
		Expensed Amount	148.29
087846	12/15/2009	IRVINE PIPE & SUPPLY	348.03
087847	12/15/2009	IRVINE RANCH WATER DIST.	13,693.24
087848	12/15/2009	BILL JAY	328.47
087849	12/15/2009	JOHNSON & ASSOCIATES	7,696.93
087850	12/15/2009	JOHNSTONE SUPPLY	420.93
087851	12/15/2009	IRONCOMPANY.COM	1,846.57
087852	12/15/2009	KEITH COMPANY	491.00
087853	12/15/2009	KENNY'S AUTO UPHOLSTERY, INC.	300.00
087854	12/15/2009	KONICA MINOLTA DANKA IMAGING	152.03
087855	12/15/2009	JOYCE INSPECTION & TESTING	7,656.00
087856	12/15/2009	LAMAR SPACE INC.	146.81
087857	12/15/2009	MC KENNA LONG & ALDRIDGE, LLP	5,904.80
087858	12/15/2009	NU AGE DEVELOPMENT, INC.	2,489.00
087859	12/15/2009	RED STONE, INC	5,184.00
087861	12/16/2009	XEROX CORP.	15,546.81
087862	12/16/2009	XEROX CORP.	382.82
087864	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,109.55
087865	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,229.77
087866	12/16/2009	ORANGE COUNTY REGISTER BILLING	978.77
087867	12/16/2009	ORANGE COUNTY REGISTER BILLING	978.77
087868	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,109.55
087869	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,524.03
087870	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,500.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Check Number	Check Date	Pay to the Order of	Check Amount
087871	12/16/2009	ORANGE COUNTY REGISTER BILLING	1,648.00
087882	12/16/2009	ALFORD, JOANN	261.20
087883	12/16/2009	AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC	6,588.80
087884	12/16/2009	JEAN MARI DAGARIN	183.19
087885	12/16/2009	EVELYN JONES	199.00
087886	12/16/2009	LY, SHARYN K.	996.05
087887	12/16/2009	MEYER, CLIFFORD	1,128.00
087888	12/16/2009	DR. LORI PHELPS	700.00
087889	12/16/2009	RANE-SZOSTAK, DONNA	154.73
087890	12/16/2009	LISA SILVEIRA	507.34
087891	12/16/2009	BASIL SMITH	685.10
087895	12/16/2009	XEROX CORP.	35,239.11
087896	12/16/2009	SADDLEBACK APPLIANCES	1,085.31
087897	12/16/2009	SAM'S CLUB	328.22
087898	12/16/2009	SMART & FINAL IRIS CO.	461.19
087899	12/16/2009	ZBATTERY.COM, INC.	306.01
		Unpaid Sales Tax	20.45
		Expensed Amount	326.46
087901	12/16/2009	LAKE FOREST BEAUTY COLLEGE	32,855.21
087902	12/16/2009	AT&T	222.35
087903	12/16/2009	AT&T	50.00
087904	12/16/2009	AT&T	50.00
087905	12/16/2009	AT&T	57.11
087906	12/16/2009	AT&T	151.99
087907	12/16/2009	AT&T	19.58
087908	12/16/2009	AT&T	35.55
087909	12/16/2009	AT&T	11.60
087910	12/16/2009	AT&T	6,272.44
087911	12/16/2009	AT&T	11.34
087912	12/16/2009	AT&T	11.34
087913	12/16/2009	SAN DIEGO GAS & ELECTRIC	1,830.71
087914	12/16/2009	SAN DIEGO GAS & ELECTRIC	70.04
087915	12/16/2009	SOUTHERN CALIFORNIA EDISON CO.	2,146.88
087916	12/16/2009	SOUTHERN CALIFORNIA EDISON CO.	224.09
087917	12/16/2009	SOUTHERN CALIFORNIA GAS CO.	20.04
087918	12/16/2009	SOUTHERN CALIFORNIA GAS CO.	12,837.14
087919	12/16/2009	SOUTHERN CALIFORNIA GAS CO.	22.52
087920	12/16/2009	SOUTHERN CALIFORNIA GAS CO.	39.13
087921	12/16/2009	SOUTHERN CALIFORNIA GAS CO.	43.28
087923	12/17/2009	CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE	550.00
087924	12/17/2009	QUICK CAPTION	1,920.00
087925	12/17/2009	RALPHS GROCERY COMPANY	174.45
087926	12/17/2009	RALPHS GROCERY COMPANY	978.86
087927	12/17/2009	Z. DUKE RAUSAVLJEVICH	500.00
087928	12/17/2009	SC INC. EMBROIDERY	1,630.53
087929	12/17/2009	STEVE TEH	37.66
087930	12/17/2009	TOWNE ALLPOINTS COMMUNICATIONS	632.20
087931	12/17/2009	UNITED INTERIORS	3,703.79
087932	12/17/2009	WALTERS WHOLESALE ELECTRIC	29.45
087933	12/17/2009	WARD'S NATURAL SCIENCE	380.03
087934	12/17/2009	SCOTT WEATHERWAX	50.00
087935	12/17/2009	KATHY WEATHERWAX	105.00
087936	12/17/2009	WEBEX COMMUNICATIONS, INC.	1,440.00
087937	12/17/2009	BETTYANN WELLAND	500.00

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087938	12/17/2009	LYNN YOUNG	1,080.00
088001	12/18/2009	DIANA GRAY	357.50
088002	12/18/2009	SHERATON SAN DIEGO HOTEL & MARINA	123.82
088003	12/18/2009	XEROX CORP.	1,344.63
088004	12/18/2009	XEROX CORP.	5,476.41
088005	12/18/2009	RICHARD ABRAHAM	240.00
088006	12/18/2009	CA STATE DEPT OF INDUSTRIAL RELATIONS, OSHA	26,261.21
088007	12/18/2009	XEROX CORP.	4,785.78
088008	12/18/2009	AUDIO VISUAL INTEGRATION SYSTEMS, INC.	75,178.88
088009	12/18/2009	CRC CONSULTING GROUP, INC.	4,550.00
088010	12/18/2009	DOUGHERTY + DOUGHERTY ARCHITECTS LLP	81,023.25
088011	12/18/2009	gkkworks	17,049.07
088012	12/18/2009	JOYCE INSPECTION & TESTING	6,264.00
088013	12/18/2009	MC CARTHY BUILDING COMPANIES	5,000.00
088014	12/18/2009	PUBLIC ECONOMICS, INC.	4,993.75
088015	12/18/2009	REPRO XPRESS	215.40
088016	12/18/2009	RJM DESIGN GROUP, INC.	5,267.58
088017	12/18/2009	SANDY PRINGLE ASSOCIATES INSPECTION CONSULTANTS, INC.	11,500.00
088018	12/18/2009	LAKE FOREST BEAUTY COLLEGE	36,581.13
088019	12/18/2009	AMERICAN GEOTECHNICAL	1,130.00
088020	12/18/2009	BLUEFIN CONSTRUCTION, INC.	49,016.00
088021	12/18/2009	CSUF ASC	9,098.00
088022	12/18/2009	PB AMERICAS, INC.	8,450.00
088023	12/18/2009	RED STONE, INC	5,292.00
088024	12/18/2009	TBC CONTRACTORS CORPORATION	33,200.00
088025	12/18/2009	XEROX CORP.	19,075.86
088026	12/21/2009	BRITNEE MCMILLIAN	403.75
088027	12/21/2009	LAURETTE HEALEY	10,000.00
088028	12/21/2009	JMAC PERFORMANCE	1,260.00
088029	12/21/2009	DAVID B. LANG	224.95
088030	12/21/2009	MARCIA MILCHIKER	89.98
088031	12/21/2009	MOULTON-NIGUEL WATER DIST.	32,168.32
088032	12/21/2009	ORANGE CO. FARM SUPPLY	253.77
088033	12/21/2009	ORANGE COUNTY REGISTER COMMERCIAL BILLING	5,000.00
088034	12/21/2009	PERIWINKLE ENTERTAINMENT PRODUCTIONS	5,500.00
088035	12/21/2009	SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE	2,434.53
088036	12/21/2009	PARKWAY LAWNMOWER SHOP	515.95
088037	12/21/2009	BOB PARRETT CONSTRUCTION	20,448.00
088038	12/21/2009	THE PATON GROUP	2,917.75
088039	12/21/2009	PHOTODEX CORP	56.85
088040	12/21/2009	PLANTSCAPES DBA PLANTCONTAINERS.COM	2,987.88
		Unpaid Sales Tax	230.34
		Expensed Amount	3,218.22
088041	12/21/2009	THE PM GROUP, INC.	6,993.72
088042	12/21/2009	POWER SYSTEMS	105.57
088043	12/21/2009	PRAXAIR	104.80
088044	12/21/2009	PROGRESSIVE MEDICAL INT.	387.13
088045	12/21/2009	PSYCHOLOGICAL ASSESSMENT RESOURCES, INC.	1,382.40
088046	12/21/2009	QUALITY OFFICE FURNISHINGS	3,584.77
088047	12/21/2009	QUEST DIAGNOSTICS	2,692.32
088048	12/21/2009	LARRY RADDEN C/O SADDLEBACK FINE ARTS	45.55
088049	12/21/2009	GUENTER REHM	45.90
088050	12/21/2009	SADDLEBACK GOLF CARS, INC.	4,325.00

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088051	12/21/2009	DIANE L. SAGEN	120.00
088052	12/21/2009	SCANTRON CORPORATION	1,771.78
088053	12/21/2009	SHRED-IT CAMPO ENTERPRISES, INC.	162.00
088054	12/21/2009	PENNY SKAFF	132.86
088055	12/21/2009	SMARDAN SUPPLY - EL MONTE	326.25
088056	12/21/2009	SPECTRUM CHEMICAL MFG. CORP.	2,190.54
088057	12/21/2009	SPRAY-TECH	2,523.04
088058	12/21/2009	SPSS, US INC.	2,747.15
088059	12/21/2009	FRANK STRNAD	300.00
088060	12/21/2009	ERIC STOELTING DBA THE TOOL MAN	1,761.75
088061	12/21/2009	UNITED INTERIORS	27,028.96
088062	12/21/2009	WALLCUR, INC.	85.72
088063	12/21/2009	KAREN WOSCZYNA-BIRCH	1,254.98
088064	12/21/2009	LYNN YOUNG	1,080.00
088065	12/21/2009	AT&T	50.00
088066	12/21/2009	PACIFIC WATER AND POWER	35.80
088067	12/21/2009	SOUTHERN CALIFORNIA GAS CO.	76.77
088068	12/21/2009	ACNL	595.00
088069	12/21/2009	ELIZABETH ARREAGA	466.18
088070	12/21/2009	GRETCHEN BENDER	75.00
088071	12/21/2009	JERILYN CHUMAN	116.00
088072	12/21/2009	CARLY GONZALEZ	338.60
088073	12/21/2009	FRANK GONZALEZ	596.00
088074	12/21/2009	RUTH HIGGINS	292.84
088075	12/21/2009	HITT MARKING DEVICES, INC.	122.02
088076	12/21/2009	HONORS TRANSFER COUNCIL OF CA % KAY RYALS, DIRECTOR	90.00
088077	12/21/2009	FHEG IVC BOOKSTORE STORE NO. 895 M.A 409	37.73
088078	12/21/2009	FHEG SADDLEBACK COLLEGE BOOKSTORE	731.35
088079	12/21/2009	HERFF JONES, INC.	137.55
088080	12/21/2009	KELVIN	47.31
		Unpaid Sales Tax	3.26
		Expensed Amount	50.57
088081	12/21/2009	DONNA KING	117.50
088082	12/21/2009	KLINGER EDUCATIONAL PRODUCTS	63.00
		Unpaid Sales Tax	5.52
		Expensed Amount	68.52
088083	12/21/2009	MARK KRUHMIN	59.56
088084	12/21/2009	GARY L. KUSUNOKI	360.00
088085	12/21/2009	GLENN ROQUEMORE	174.00
088086	12/21/2009	STEPHANIE SORENSON	1,041.80
088087	12/21/2009	PHUONG T. VU	293.00
088088	12/21/2009	WESTIN MISSION HILLS RESORT AND SPA	785.24
088089	12/21/2009	DIANE RIOPKA	98.87
088090	12/21/2009	SHELL FLEET CARD SERVICES PROCESSING CENTER	2,246.52
088091	12/21/2009	C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB	4,281.00
088092	12/21/2009	DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA	8,223.90
088093	12/21/2009	GREEN THUMB INTERNATIONAL	654.87
088094	12/21/2009	INCENTRA LLC	43.00
088095	01/04/2010	SECURITAS SECURITY SVCS, USA	439.86
088096	01/04/2010	SOUTHERN CALIFORNIA EDISON CO.	1,546.27
088097	01/04/2010	SOUTHERN CALIFORNIA EDISON CO.	8,659.70
088098	01/04/2010	SOUTHERN CALIFORNIA EDISON CO.	14,657.12

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088099	01/04/2010	SOUTHERN CALIFORNIA GAS CO.	32.73
088100	01/05/2010	ALFORD, JOANN	1,195.27
088101	01/05/2010	VALERIA BARRAGAN	344.00
088102	01/05/2010	JESSICA M. CHA	163.93
088103	01/05/2010	ERIC GARANT	205.89
088104	01/05/2010	SUZANNE D. HEWITT	1,250.22
088105	01/05/2010	MICHAEL JAMES	177.93
088106	01/05/2010	LOS ANGELES TIMES	22.60
088107	01/05/2010	LAB SAFETY SUPPLY CO. ACCT # 5252156	280.87
088108	01/05/2010	CHIN LAM	82.00
088109	01/05/2010	LAMINATION DEPOT, INC.	281.87
088110	01/05/2010	LASER SOURCE	183.79
088111	01/05/2010	LAURA'S INT PLANTSCAPE SERV	320.00
088112	01/05/2010	LAWNMOWERS ETC., LLC	500.54
088113	01/05/2010	LOEX CLEARINGHOUSE FOR LIBRARY INSTRUCTION (LOEX)	80.00
088114	01/05/2010	LOOMIS, FARGO & CO., INC	478.50
088115	01/05/2010	AZAHAR LOPEZ	120.00
088116	01/05/2010	BARBARA LUTHER	95.25
088117	01/05/2010	ARDITH LYNCH	6.15
088118	01/05/2010	MARINA MUSIC	964.00
		Unpaid Sales Tax	84.35
		Expensed Amount	1,048.35
088119	01/05/2010	MARK IV COMMUNICATIONS, INC.*	1,745.83
088120	01/05/2010	MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE	54.51
		Unpaid Sales Tax	3.93
		Expensed Amount	58.44
088121	01/05/2010	MATERIAL SALES UNLIMITED	2,079.17
088122	01/05/2010	RAGHU MATHUR	12.00
088123	01/05/2010	MC CALLUM GROUP, INC.	1,000.00
088124	01/05/2010	DIANE MC GROARTY	1,100.00
088125	01/05/2010	MC KESSON MEDICAL SURGICAL	854.67
088126	01/05/2010	McMASTER CARR SUPPLY CO.	200.24
088127	01/05/2010	MERCK & CO., INC.	1,932.56
		Unpaid Sales Tax	169.10
		Expensed Amount	2,101.66
088128	01/05/2010	MICRO CENTER A/R	82.61
088129	01/05/2010	MICROWEST SOFTWARE SYSTEMS, INC.	1,580.00
088130	01/05/2010	MILLENNIUM BUSINESS SERVICES	713.40
088131	01/05/2010	JUNE M. MILLOVICH	1,100.00
088132	01/05/2010	MIRAMAR WHOLESale NURSERIES	88.36
088133	01/05/2010	MISSION HOSPITAL REG.MED.CTR. SOCFRC	1,398.00
088134	01/05/2010	MODERN POSTCARD	176.99
088135	01/05/2010	JENNIFER MOLINA	300.00
088136	01/05/2010	MOORE MEDICAL CORP.	199.43
088137	01/05/2010	MSC INDUSTRIAL SUPPLY CO.	71.50
		Unpaid Sales Tax	6.26
		Expensed Amount	77.76
088138	01/05/2010	NAT'L COLLEGIATE HONORS COUN. ELIZABETH BECK-SECTY/TREASURER	500.00
088139	01/05/2010	NATIONAL COMMUNICATION ASSOC.	165.00
088140	01/05/2010	NATURAL PIGMENTS	195.96
088141	01/05/2010	AUGUSTINE NAVARRO	180.00
088142	01/05/2010	NEUDESIC, LLC	462.00
088143	01/05/2010	HALEY NGUYEN	223.19

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Check Number	Check Date	Pay to the Order of	Check Amount
088144	01/05/2010	SERGIO OJEDA	254.30
088145	01/05/2010	PAMELA PATTERSON	74.71
088146	01/05/2010	MARCELO PIRES	150.00
088147	01/05/2010	PATRICK QUIGLEY	59.00
088148	01/05/2010	KAREN TAYLOR	451.14
088149	01/05/2010	STEVE TEH	300.00
088150	01/05/2010	JERILYN WHITE	600.00
088151	01/05/2010	LAURA ABRAMS	29.90
088152	01/05/2010	DAVID E. ANDERSON, JR.	78.60
088153	01/05/2010	LINDA BASHOR	31.50
088154	01/05/2010	JANICE BROWN	129.69
088155	01/05/2010	DON BUSCHE	230.41
088156	01/05/2010	TERESA CAMACHO	14.11
088157	01/05/2010	DAVID H. CHANG	48.06
088158	01/05/2010	LAURA DILL	14.58
088159	01/05/2010	TRAVIS EDWARDS	30.86
088160	01/05/2010	TERESA FLUEGEMAN	595.08
088161	01/05/2010	KAREN FONG	20.15
088162	01/05/2010	JENNIFER GLEIZER	84.70
088163	01/05/2010	ESTER GRAHAM	13.52
088164	01/05/2010	GEORGINA GUY	413.28
088165	01/05/2010	EZEKIAL HALL	64.08
088166	01/05/2010	RUBY HAZZARD	57.79
088167	01/05/2010	PATTY HELTON	83.47
088168	01/05/2010	BICHTUYEN JENSEN	29.28
088169	01/05/2010	SAMIR KHUNDY	31.08
088170	01/05/2010	CHLOE LANGDON	55.53
088171	01/05/2010	SILVER LEOWIDJAJA	129.69
088172	01/05/2010	NICOLE LOFTUS	221.17
088173	01/05/2010	TEDDI LORCH	79.76
088174	01/05/2010	LORI MANGELS	102.49
088175	01/05/2010	ANITA MC DONALD	7.33
088176	01/05/2010	FRANCES MILLER	27.49
088177	01/05/2010	RAMON MONTIEL	42.92
088178	01/05/2010	BETH MUELLER	77.91
088179	01/05/2010	DIANE OAKS	84.59
088180	01/05/2010	SANDRA POPE	102.25
088181	01/05/2010	RUBEN RAMIREZ	56.76
088182	01/05/2010	LINDA RENNE	15.09
088183	01/05/2010	TAMERA RICE	28.05
088184	01/05/2010	KAY RYALS	155.74
088185	01/05/2010	SOKHA SONG	27.29
088186	01/05/2010	CARYN SUSSMAN	27.17
088187	01/05/2010	ELIZABETH WEISS	27.07
088188	01/05/2010	CHILDERS, BROOKE	28.90
088189	01/05/2010	EARL PAGAL	15.37
088190	01/05/2010	AT & T MOBILITY	35.12
088191	01/05/2010	AT & T MOBILITY	152.51
088192	01/05/2010	AT & T MOBILITY	4.68
088193	01/05/2010	AT&T	50.00
088194	01/05/2010	AT&T	548.93
088195	01/05/2010	AT&T	49.94
088196	01/05/2010	AT&T	32.40
088197	01/05/2010	AT&T	303.96
088198	01/05/2010	AT&T	27.32
088199	01/05/2010	AT&T	32.40
088200	01/05/2010	AT&T	49.66

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088201	01/05/2010	AT&T	49.66
088202	01/05/2010	AT&T	49.66
088203	01/05/2010	AT&T	11.36
088204	01/05/2010	AT&T	31.77
088205	01/05/2010	AT&T	446.71
088206	01/05/2010	AT&T	1,771.53
088207	01/05/2010	SOUTHERN CALIFORNIA EDISON CO.	55.87
088208	01/05/2010	SOUTHERN CALIFORNIA GAS CO.	4,255.37
088209	01/05/2010	VERIZON WIRELESS	147.78
088210	01/05/2010	VERIZON WIRELESS	439.86
088211	01/05/2010	A TO Z WHOLESALE FLORAL SUPPLY	1,206.68
088212	01/05/2010	A-1 AWARDS	52.60
088213	01/05/2010	A-1 FENCE COMPANY	11,133.00
088214	01/05/2010	AAA ACCESS SMOG	50.00
088215	01/05/2010	AD ASTRA INFORMATION SYSTEMS	10,500.00
088216	01/05/2010	ADVANTA ENERGY	800.00
088217	01/05/2010	AIR SOURCE INDUSTRIES, INC.	112.22
088218	01/05/2010	ALLIED REFRIGERATION INC	117.66
088219	01/05/2010	CHERYL ALTMAN	25.64
088220	01/05/2010	APPLE COMPUTER INC.	271.77
088221	01/05/2010	ARAMARK UNIFORM SERVICES	65.07
088222	01/05/2010	LEE ARMSTRONG CO., INC.	4,800.00
088223	01/05/2010	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	12,808.54
088224	01/05/2010	AVACOM	338.38
088225	01/05/2010	AXXIS ADVERTISING	99.00
		Unpaid Sales Tax	8.66
		Expensed Amount	107.66
088226	01/05/2010	BAKER & TAYLOR	2,021.99
088227	01/05/2010	BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP	13.92
088228	01/05/2010	BJB ENTERPRISES, INC.	508.51
088229	01/05/2010	BLACKBOARD INC.	1,597.50
088230	01/05/2010	BLICK ART MATERIALS	358.88
088231	01/05/2010	SUSAN BOETTGER	87.93
088232	01/05/2010	LAURA BONSALE	42.34
088233	01/05/2010	NANCY BRACKEN	500.00
088234	01/05/2010	MIKE BROWN GRANDSTANDS, INC. BRAND SERVICES, INC.	500.00
088235	01/05/2010	CASHIER, DEPT OF PESTICIDE REGULATION	60.00
088236	01/05/2010	CA STATE DEPT REHABILITATION	175.00
088237	01/05/2010	CALIFORNIA STAGE/LIGHTING, INC	1,034.90
088238	01/05/2010	CAMPUS CAREER COUNSELOR SUBSCRIPTIONS	69.00
088239	01/05/2010	CAMPUS CONCERTS ATTN: PAT MAKI	3,000.00
088240	01/05/2010	CAPISTRANO-LAGUNA BEACH ROP	3,857.18
088241	01/05/2010	CAROLINA BIOLOGICAL SUPPLY	114.13
088242	01/05/2010	CCCCIO RITA BEAHAN	300.00
088243	01/05/2010	CDW GOVERNMENT, INC.	573.05
088244	01/05/2010	CHRONICLE OF HIGHER EDUCATION BULLETIN BOARD	75.00
088245	01/05/2010	CINEMA SECRETS, INC.	27.60
088246	01/05/2010	CINTAS CORPORATION	66.00
088247	01/05/2010	CITRIX ONLINE	1,740.60
088248	01/05/2010	CLARK SECURITY PRODUCTS INC.	121.26
088249	01/05/2010	COACH AMERICA	996.43
088250	01/05/2010	COASTLINE ROP	5,750.86
088251	01/05/2010	COLLINS SPRAY EQUIPMENT CO,	2,446.88
088252	01/05/2010	COMPUTERLAND	23,310.56
088253	01/05/2010	CONSOLIDATED ELECTRICAL DIST.	10.86
088254	01/05/2010	CPP, INC. DAVIES-BLACK PUBLISHING	3,331.64

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. ESCAPE ONLINE Page 19 of 20

Checks Dated 11/13/2009 through 01/05/2010

Board Meeting Date 01/25/10

Check Number	Check Date	Pay to the Order of	Check Amount
088255	01/05/2010	CRESTLINE SPECIALTIES CO., INC	388.28
088256	01/05/2010	DANA POINT YACHT MAINTENANCE	31.90
088257	01/05/2010	TITUS DAVIS	450.00
088258	01/05/2010	JOHN DEERE LANDSCAPES, INC.	12.83
088259	01/05/2010	DISCOUNT DANCE SUPPLY CO.	443.61
088260	01/05/2010	DISCOUNT SCHOOL SUPPLY	1,610.92
088261	01/05/2010	DUNN-EDWARDS CORPORATION	2,837.14
088262	01/05/2010	EBSCO SUBSCRIPTION SERVICE	16,110.90
088263	01/05/2010	EDGEWOOD PRESS, INC.	2,555.63
088264	01/05/2010	EDMUND OPTICS AMERICA	36.51
088265	01/05/2010	EXCELSIOR ELEVATOR CORPORATION	555.00
088266	01/05/2010	CRAIG DICK dba EXT. SEAMLESS RAIN GUTTERS	675.00
088267	01/05/2010	FEDERAL EXPRESS	217.15
088268	01/05/2010	TINA FIETSAM	300.00
088269	01/05/2010	FLEET SAFETY EQUIPMENT, INC.	13.80
		Unpaid Sales Tax	1.21
		Expensed Amount	15.01
088270	01/05/2010	KAREN FONG	22.40
088271	01/05/2010	FOSTER CARE AUXILIARY OF OC	360.00
088272	01/05/2010	FREEDOM PAPER	1,230.83
088273	01/05/2010	FREEWAY AUTO SUPPLY	73.73
088274	01/05/2010	MC CALL PATTERN CO.	42.75
		Unpaid Sales Tax	3.74
		Expensed Amount	46.49
088275	01/05/2010	BLACK CORAL HAWAII WHOLESALER	135.00
088276	01/05/2010	DAIRY DEPOT	41.84
088277	01/05/2010	DISCOUNT SCHOOL SUPPLY	2,285.57
088278	01/05/2010	CDW GOVERNMENT, INC.	18,270.00
		Total	959
			5,481,875.40

Includes checks for only Bank Account COUNTY

Fund Summary			
Fund	Description	Check Count	Expensed Amount
01	General Fund	852	3,234,501.27
12	Child Development Fund	18	11,749.32
40	Capital Outlay Fund	86	1,983,040.90
68	Self-Insurance Fund	5	27,460.41
71	Retiree Benefit Fund	4	227,406.86
	Total	959	5,484,158.76
	Less Unpaid Sales Tax Liability		2,283.36
	Net (Check Amount)		5,481,875.40

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 20 of 20

Checks Dated 11/13/2009 through 01/05/2010

Board Meeting Date 01/25/10

Check Number	Check Date	Pay to the Order of	Check Amount
009737	12/04/2009	ACTING EXPRESS	157.50
009738	12/04/2009	GREGORY J. ATWOOD THE GLASS SPECTRUM	660.00
009739	12/04/2009	KAYLAA FOX	1,575.00
009740	12/04/2009	INSIGHT SYSTEMS GROUP, INC.	829.80
009741	12/04/2009	DAN MIKELS MEMORY SCHOOL	1,041.00
009742	12/04/2009	NEW SCHOOL OF AMERICAN MUSIC ROBERT LAUGHLIN	1,162.68
009743	12/04/2009	REGINA ROCHA TOURS	3,355.00
009744	12/04/2009	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT	59.20
009745	12/04/2009	ALICIA MIGLIARINI CALIFORNIA LANGUAGE CONNECTION	239.00
009746	12/04/2009	FANTASTIC FRAMING	184.88
009747	12/04/2009	RANDELEIGH HARRIS	105.00
009748	12/04/2009	TERRY ROWEN, INC. ATTN: TERRY ROWEN	4,400.00
009749	12/14/2009	COMPUTRAX, INC.	792.50
009750	12/14/2009	EDUCATION TO GO	1,356.75
009751	12/14/2009	POSTMASTER	19,762.51
009752	12/21/2009	CSNP, INC.	572.00
009753	12/21/2009	COMPUTRAX, INC.	335.00
009754	12/21/2009	REGINA ROCHA TOURS	4,482.00
Total			18 41,069.82

Includes checks for only Bank Account SC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
09	SC Community Education F	18	41,069.82
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		41,069.82

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 11/13/2009 through 01/05/2010

Board Meeting Date 01/25/10

Check Number	Check Date	Pay to the Order of	Check Amount
008642	12/02/2009	KAYLAA FOX	259.20
008643	12/02/2009	IRVINE VALLEY COLLEGE	26.68
008644	12/02/2009	IRVINE VALLEY COLLEGE	27.92
008645	12/02/2009	SHARON OLNEY	384.99
008646	12/02/2009	MARK SEVI	450.00
008647	12/02/2009	SCOTT SODORFF	1,120.00
008648	12/03/2009	KENNY WU	79.00
008649	12/21/2009	JACKIE NESTHUS	40.00
008650	12/21/2009	GUI LEE	30.00
008651	12/21/2009	MILDRED KASALEK	25.00
008652	12/21/2009	EDUCATION TO GO	935.00
008653	12/21/2009	GATLIN EDUCATION SERVICES	1,195.00
008654	12/21/2009	HIGHER APPLICATIONS	39.00
008655	12/21/2009	S & B FOODS CATERING DIVISION	491.33
Total			14 5,103.12

Includes checks for only Bank Account IVC-CMED

Fund Summary			
Fund	Description	Check Count	Expensed Amount
07	IVC Community Education F	14	5,103.12
	Total		
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		5,103.12

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 1 of 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.20
DATE: 01/25/10

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 10-02 to Amend 2009-2010 Restricted General Fund and Child Development Fund

ACTION: Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58199.5 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the 2009-2010 Adopted Budget.

The District is updating the adopted budget with current information as follows:

Cooperative Agencies for Resources for Education (CARE) at Saddleback College	(\$11,884)
Extended Opportunity Programs and Services (EOPS) at Saddleback College	(\$149,901)
California Work Opportunities & Responsibility to Kids (CalWORKS) at Saddleback College	\$7,695
Temporary Assistance for Needy Families (TANF) at Saddleback College	\$1,805
Credit Matriculation at Saddleback College	(\$175,929)
2009-10 Teacher Preparation Pipeline (TPP) at Saddleback College	(\$38,793)
State Advisory Committee for Work-Based Learning (WBL) at Saddleback College	\$38,000
Enrollment Growth Funds for Nursing at Saddleback College	(\$16,196)
American Recovery & Reinvestment Act (ARRA) at Saddleback College	\$284,555
Cooperative Agencies Resources for Education (CARE) Grant at IVC	(\$20,865)
Extended Opportunity Programs & Services (EOPS) at Irvine Valley College	(\$232,308)
Disabled Students Programs and Services (DSP&S) at Irvine Valley College	(\$130,703)
California Work Opportunities & Responsibility to Kids (CalWORKS) at Irvine Valley College	\$7,695
Temporary Assistance for Needy Families (TANF) at Irvine Valley College	\$1,765
Parking Fee Services at Irvine Valley College	\$30,000
Basic Skills 2009-10 Allocation at Irvine Valley College	\$3,000
2009-10 Teacher Preparation Pipeline (TPP) at Irvine Valley College	(\$38,973)

Item Submitted By: *Gary L. Poertner, Deputy Chancellor*

American Recovery & Reinvestment Act (ARRA) at Irvine Valley College	\$165,078
CACT at Advanced Technology Education Park	(\$37,730)
American Recovery & Reinvestment Act (ARRA) at ATEP	\$10,612
Total Decrease to the General Fund	<u>(\$303,077)</u>
Child Development Project at Saddleback College	\$10,000
Total Increase to the Child Development Fund	<u>\$10,000</u>
Total Budget Amendment	<u><u>(\$293,077)</u></u>

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 10-02 to amend the 2009-2010 Adopted Budget as indicated in Exhibits A & B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 10-02

January 25, 2010

WHEREAS, the Governing Board of the South Orange County Community College District has determined that decreased income in the amount of (\$-293,077) is assured to said District to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Title 5 of the California Code of Regulations, Section 58199.5 as follows:

<u>Fund</u>	<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
01	8199	Other Federal Revenue	\$463,815
01	8622	State Revenue	(\$414,958)
01	8623	State Revenue	(\$130,703)
01	8629	State Revenue	(\$211,465)
01	8690	State Revenue	(\$39,766)
01	8891	Local Revenue	\$30,000
12	8890	Other Local Revenue	\$10,000
			<hr/>
			-\$293,077

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds:

<u>Fund</u>	<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
01	1000	Academic Salaries	\$208,320
01	2000	Classified Salaries	(\$92,900)
01	3000	Fringe Benefits	\$13,321
01	4000	Books and Supplies	(\$20,976)
01	5000	Other Operating Expenses & Services	(\$379,611)
01	6000	Capital Outlay	(\$8,202)
01	7000	Other Outgo	(\$23,029)
12	1000	Academic Salaries	\$1,000
12	3000	Fringe Benefits	\$118
12	4000	Books and Supplies	\$2,716
12	5000	Other Operating Expenses & Services	\$746
12	7000	Other Outgo	\$5,420
			<hr/>
			-\$293,077

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58199.5, such decreased funds are to be appropriated according to the following schedule:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 10-02

January 25, 2010

BUDGET AMENDMENT EXPENDITURE DETAIL

Cooperative Agencies for Resources for Education (CARE) at Saddleback College

INCOME

01-	8622-	1-022-1-051-000-6310	CARE at Saddleback College	<u>(11,884)</u>
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EXPENDITURE

01-	1413-	1-022-1-051-000-6310	Temp NonClstrm Faculty, Part-time	(836)
01-	2342-	1-022-1-051-000-6310	Non-Instr Classified, Overtime	(3,285)
01-	3320-	1-022-1-051-000-6310	OASDI - Non-Instructional Staff	(136)
01-	3360-	1-022-1-051-000-6310	MEDICARE - Non-Instructional Staff	(32)
01-	3520-	1-022-1-051-000-6310	UNEMPLOYMENT - Non-Instructional Staff	(7)
01-	3620-	1-022-1-051-000-6310	WORK COMP - Non-Instructional Staff	(39)
01-	4580-	1-022-1-051-000-6310	In House Duplicating, Printing & Graphics	(40)
01-	5270-	1-022-1-051-000-6310	Conferences/Travel	(890)
01-	5271-	1-022-1-051-000-6310	District Supported Community Event	(200)
01-	5840-	1-022-1-051-000-6310	Postage	(50)
01-	7500-	1-022-1-051-000-6310	Student Financial Aid	(3,738)
01-	7600-	1-022-1-051-000-6310	Other Payments to Students	<u>(2,631)</u>
				<u>(11,884)</u>

Extended Opportunity Programs and Services (EOPS) at Saddleback College

INCOME

01-	8622-	1-023-1-000-000-0000	EOPS at Saddleback College	<u>(149,901)</u>
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EXPENDITURE

01-	1412-	1-023-1-051-077-6430	Temp NonClstrm Faculty, Overload	(6,380)
01-	1413-	1-023-1-051-077-6430	Temp NonClstrm Faculty, Part-time	(16,453)
01-	2141-	1-023-1-051-077-6430	Reg Clerical Staff (NI), Contract Assignments	(63,722)
01-	2383-	1-023-1-051-077-6430	Temp Short-term Staff (NI), Hourly Assignments	(8,900)
01-	3120-	1-023-1-051-077-6430	STRS - Non-Instructional Staff	(3,481)
01-	3220-	1-023-1-051-077-6430	PERS - Non-Instructional Staff	(6,187)

01-	3320-	1-023-1-051-077-6430	OASDI - Non-Instructional Staff	(4,405)
01-	3360-	1-023-1-051-077-6430	MEDICARE - Non-Instructional Staff	(1,485)
01-	3420-	1-023-1-051-077-6430	H & W - Classified NI Staff & Board Member	(12,750)
01-	3520-	1-023-1-051-077-6430	UNEMPLOYMENT - Non-Instructional Staff	(340)
01-	3620-	1-023-1-051-077-6430	WORK COMP - Non-Instructional Staff	(2,378)
01-	5269-	1-023-1-051-077-6430	Mileage Expense	(390)
01-	5270-	1-023-1-051-077-6430	Conferences/Travel	(2,000)
01-	5651-	1-023-1-051-077-6430	Equipment Maintenance Agreements	(262)
01-	5811-	1-023-1-051-077-6430	Contract Services	(183)
01-	5840-	1-023-1-051-077-6430	Postage	(355)
01-	7600-	1-023-1-051-077-6430	Other Payments to Students	(20,230)
				<u>(149,901)</u>

California Work Opportunities & Responsibility to Kids (CalWORKS) at Saddleback College

INCOME

01-	8629-	1-026-1-000-000-0000	CalWORKS at Saddleback College	<u>7,695</u>
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EXPENDITURE

01-	1413-	1-026-1-051-000-6310	Temp NonClstrm Faculty, Part-time	5,464
01-	2383-	1-026-1-051-000-6310	Temp Short-term Staff (NI), Hourly Assignment	854
01-	3120-	1-026-1-051-000-6310	STRS - Non-Instructional Staff	631
01-	3320-	1-026-1-051-000-6310	OASDI - Non-Instructional Staff	474
01-	3360-	1-026-1-051-000-6310	MEDICARE - Non-Instructional Staff	111
01-	3520-	1-026-1-051-000-6310	UNEMPLOYMENT - Non-Instructional Staff	23
01-	3620-	1-026-1-051-000-6310	WORK COMP - Non-Instructional Staff	138
				<u>7,695</u>

Credit Matriculation at Saddleback College

INCOME

01-	8629-	1-030-1-051-096-6320	Credit Matriculation at Saddleback College	<u>(175,929)</u>
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EXPENDITURE

01-	1414-	1-030-1-051-096-6320	Temp NonClstrm Faculty, Summer	(134,119)
01-	2383-	1-030-1-051-096-6320	Temp Short-term Staff (NI), Hourly Assignment	(19,128)
01-	3420-	1-030-1-051-096-6320	H & W - Classified NI Staff & Board Member	(400)
01-	4600-	1-030-1-051-096-6320	Non-Inst Supplies & Materials (< \$200 or life of < 1 yr)	(1,228)
01-	5810-	1-030-1-051-096-6320	Contracted Printing - Off Campus	(13,000)
01-	5812-	1-030-1-051-096-6320	Contract Svcs-Software Lic., Maint., Internet Access...	(4,200)
01-	5821-	1-030-1-051-096-6320	General Fees/Fee Allowances	(800)
01-	5840-	1-030-1-051-096-6320	Postage	(3,054)
				<u>(175,929)</u>

INCOME

01- 8199-	1-033-1-000-000-0000	TANF at Saddleback College	<u>1,805</u>
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EXPENDITURE

01- 7600-	1-033-1-051-000-6310	Other Payments to Students	<u>1,805</u>
			<u>1,805</u>

2009-10 Teacher Preparation Pipeline (TPP) at Saddleback College

INCOME

01- 8690-	1-223-1-051-074-6310	TPP at Saddleback College	<u>(38,793)</u>
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EXPENDITURE

01- 1313-	1-223-1-051-074-6310	Temp Clsrn Faculty, Part-time Assignments	(4,000)
01- 1315-	1-223-1-051-074-6310	Temp Clsrn Faculty, Stipends & Projects	(1,000)
01- 1412-	1-223-1-051-074-6310	Temp NonClsrn Faculty, Overload	1,364
01- 2345-	1-223-1-051-074-6310	Non-Instr Classified, Stipends & Projects	(10,930)
01- 3110-	1-223-1-051-074-6310	STRS - Instructional Staff	(2,764)
01- 3120-	1-223-1-051-074-6310	STRS - Non-Instructional Staff	2,464
01- 3220-	1-223-1-051-074-6310	PERS - Non-Instructional Staff	112
01- 3320-	1-223-1-051-074-6310	OASDI - Non-Instructional Staff	(924)
01- 3360-	1-223-1-051-074-6310	MEDICARE - Non-Instructional Staff	(900)
01- 3412-	1-223-1-051-074-6310	Health & Welfare - Part-time Faculty Insurance	350
01- 3420-	1-223-1-051-074-6310	H & W - Classified NI Staff & Board Member	9,166
01- 3520-	1-223-1-051-074-6310	UNEMPLOYMENT - Non-Instructional Staff	(186)
01- 3620-	1-223-1-051-074-6310	WORK COMP - Non-Instructional Staff	(1,064)
01- 4580-	1-223-1-051-074-6310	In House Duplicating, Printing & Graphics Non-Instr Supplies & Materials (< \$200 or life of < 1 yr)	(500) (375)
01- 4600-	1-223-1-051-074-6310	Conferences/Travel	(1,500)
01- 5270-	1-223-1-051-074-6310	District Supported Community Event	(250)
01- 5811-	1-223-1-051-074-6310	Contract Services	(25,963)
01- 5830-	1-223-1-051-074-6310	Advertising	(250)
01- 5840-	1-223-1-051-074-6310	Postage	(150)
01- 5891-	1-223-1-051-074-6310	Indirect Charges	<u>(1,493)</u>
			<u>(38,793)</u>

State Advisory Committee for Work-Based Learning (WBL) at Saddleback College

INCOME

01- 8690-	1-242-1-051-066-6499	WBL at Saddleback College	<u>38,000</u>
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EXPENDITURE

01- 2342-	1-242-1-051-066-6499	Non-Instr Classified, Overtime	2,500
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01-	2383-	1-242-1-051-066-6499	Temp Short-term Staff (NI), Hourly Assignments	587
01-	3220-	1-242-1-051-066-6499	PERS - Non-Instructional Staff	100
01-	4580-	1-242-1-051-066-6499	In House Duplicating, Printing & Graphics	80
01-	4600-	1-242-1-051-066-6499	Non-Instr Supplies & Materials (< \$200 or life of < 1 yr)	1,671
01-	5269-	1-242-1-051-066-6499	Mileage Expense	2,000
01-	5270-	1-242-1-051-066-6499	Conferences/Travel	12,600
01-	5271-	1-242-1-051-066-6499	District Supported Community Event	3,000
01-	5811-	1-242-1-051-066-6499	Contract Services	14,000
01-	5891-	1-242-1-051-066-6499	Indirect Charges	1,462
				<u>38,000</u>

Enrollment Growth Funds for Nursing at Saddleback College

INCOME

01-	8629-	1-289-1-054-033-1230	Enrollment Growth for Nursing at Saddleback College	<u>(16,196)</u>
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EXPENDITURE

01-	1313-	1-289-1-054-033-1230	Temp CLS Faculty, Part-time Assignments	(7,500)
01-	1415-	1-289-1-054-033-1230	Temp NC Faculty, Stipends & Projects	(5,500)
01-	2141-	1-289-1-054-033-1230	Reg Clerical Staff (NI), Contract Assignments	(97)
01-	2342-	1-289-1-054-033-1230	NI Classified, Overtime	3,500
01-	2346-	1-289-1-054-033-1230	NI Classified, Substitutes	16,400
01-	2453-	1-289-1-054-033-1230	INSTR Classified, Hourly Assignments	4,214
01-	3110-	1-289-1-054-033-1230	STRS - Instructional Staff	566
01-	3210-	1-289-1-054-033-1230	PERS - Instructional Staff	350
01-	3220-	1-289-1-054-033-1230	PERS - Non-Instructional Staff	(6,057)
01-	3310-	1-289-1-054-033-1230	OASDI - -Instructional Staff	2,660
01-	3320-	1-289-1-054-033-1230	OASDI - Non-Instructional Staff	(431)
01-	3350-	1-289-1-054-033-1230	MEDICARE - Instructional Staff	716
01-	3360-	1-289-1-054-033-1230	MEDICARE - Non-Instructional Staff	(70)
01-	3420-	1-289-1-054-033-1230	H & W - Classified NI Staff & Board Member	(4,618)
01-	3510-	1-289-1-054-033-1230	UNEMPLOYMENT -Instructional Staff	150
01-	3520-	1-289-1-054-033-1230	UNEMPLOYMENT - Non-Instructional Staff	(24)
01-	3610-	1-289-1-054-033-1230	WORK COMP - Instructional Staff	840
01-	3620-	1-289-1-054-033-1230	WORK COMP - Non-Instructional Staff	(126)
01-	4200-	1-289-1-054-033-1230	Books, Magazine & Periodicals	(1,500)
01-	4212-	1-289-1-054-033-1230	Software (< \$200 or useful life of < 1 yr)	(500)
01-	4300-	1-289-1-054-033-1230	Instr Supplies & Materials (< \$200 or life of < 1 yr)	(2,000)
01-	4600-	1-289-1-054-033-1230	Non-Instr Supplies & Materials (< \$200 or life of < 1 yr)	(15,242)
01-	4900-	1-289-1-054-033-1230	Awards/Recognition	(500)
01-	5270-	1-289-1-054-033-1230	Conferences/Travel	(392)
01-	5271-	1-289-1-054-033-1230	District Supported Community Event	300

01-	5651-	1-289-1-054-033-1230	Equipment Maintenance Agreements	(300)
01-	5812-	1-289-1-054-033-1230	Contract Svcs-Software Lic., Maint., Internet Access...	(175)
01-	5891-	1-289-1-054-033-1230	Indirect Charges	(973)
01-	6410-	1-289-1-054-033-1230	New Equip (> \$200 or life of > 1 yr)	113
				<u>(16,196)</u>

American Recovery & Reinvestment Act (ARRA) at Saddleback College

INCOME

01-	8199-	0-150-1-000-000-0000	ARRA at Saddleback College	<u>284,555</u>
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EXPENDITURE

01-	1313-	0-150-1-xxx-xxx-xxxx	Temp Clsrm Faculty, Part-time Assignments	254,521
01-	3110-	0-150-1-xxx-xxx-xxxx	STRS - Instructional Staff	20,998
01-	3350-	0-150-1-xxx-xxx-xxxx	MEDICARE - Instructional Staff	3,691
01-	3510-	0-150-1-xxx-xxx-xxxx	UNEMPLOYMENT -Instructional Staff	764
01-	3610-	0-150-1-xxx-xxx-xxxx	WORK COMP - Instructional Staff	4,581
				<u>284,555</u>

Cooperative Agencies Resources for Education (CARE) at Irvine Valley College

INCOME

01-	8622-	1-022-4-035-000-6310	CARE at Irvine Valley College	<u>(20,865)</u>
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EXPENDITURE

01-	5999-	1-022-4-035-077-6310	Allocated but not distributed	<u>(20,865)</u>
				<u>(20,865)</u>

Extended Opportunity Programs and Services (EOPS) at Irvine Valley College

INCOME

01-	8622-	1-023-4-035-077-6430	EOPS at Irvine Valley College	<u>(232,308)</u>
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EXPENDITURE

01-	5999-	1-023-4-035-077-6430	Allocated but not distributed	<u>(232,308)</u>
				<u>(232,308)</u>

Disabled Students Program & Svcs (DSPS) at Irvine Valley College

INCOME

01-	8623-	1-024-4-035-075-6420	DSPS at Irvine Valley College	<u>(130,703)</u>
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EXPENDITURE

01-	5999-	1-024-4-035-075-6420	Allocated but not distributed	<u>(130,703)</u>
				<u>(130,703)</u>

California Work Opportunities & Responsibility to Kids (CalWORKS) at Irvine Valley College

INCOME

01-	8629-	1-026-4-035-000-6310	CalWORKS at Irvine Valley College	<u>7,695</u>
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EXPENDITURE

01-	5999-	1-026-4-035-000-6460	Allocated but not distributed	<u>7,695</u>
				<u>7,695</u>

Temporary Assistance for Needy Families (TANF) at Irvine Valley College

INCOME

01-	8199-	1-033-4-035-000-6310	TANF at Irvine Valley College	<u>1,765</u>
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EXPENDITURE

01-	7600-	1-033-4-035-000-6310	Other Payments to Students	<u>1,765</u>
				<u>1,765</u>

Parking Fee Services at Irvine Valley College

INCOME

01-	8891-	1-050-4-034-089-6950	Parking Fee Svcs at Irvine Valley College	<u>30,000</u>
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EXPENDITURE

01-	5999-	1-050-4-034-089-6950	Allocated but not distributed	<u>30,000</u>
				<u>30,000</u>

Basic Skills 2009-10 Allocation at Irvine Valley College

INCOME

01-	8629-	1-217-4-000-000-0000	Basic Skills 09-10 Allocation at Irvine Valley College	<u>3,000</u>
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EXPENDITURE

01-	1415-	1-217-4-022-000-4930	Temp NC Faculty, Stipends & Projects	<u>3,000</u>
				<u>3,000</u>

2009-10 Teacher Preparation Pipeline (TPP) at Irvine Valley College

INCOME

01-	8690-	1-223-4-080-093-6310	09-10 TPP at Irvine Valley College	<u>(38,973)</u>
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EXPENDITURE

01-	1413-	1-223-4-080-093-6310	Temp NC Faculty, Part-time	<u>(38,973)</u>
				<u>(38,973)</u>

American Recovery & Reinvestment Act (ARRA) at Irvine Valley College

INCOME

01-	8199-	0-150-4-000-000-0000	ARRA at Irvine Valley College	<u>165,078</u>
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EXPENDITURE

01-	1313-	0-150-4-xxx-xxx-xxxx	Temp Clsrn Faculty, Part-time Assignments	149,140
01-	3110-	0-150-4-xxx-xxx-xxxx	STRS - Instructional Staff	7,141
01-	3310-	0-150-4-xxx-xxx-xxxx	OASDI - -Instructional Staff	3,502
01-	3350-	0-150-4-xxx-xxx-xxxx	MEDICARE - Instructional Staff	2,162
01-	3510-	0-150-4-xxx-xxx-xxxx	UNEMPLOYMENT -Instructional Staff	447
01-	3610-	0-150-4-xxx-xxx-xxxx	WORK COMP - Instructional Staff	<u>2,685</u>
				<u>165,078</u>

CACT at Advanced Technology Education Park

INCOME

01-	8629-	1-039-8-016-060-6011	CACT at ATEP	<u>(37,730)</u>
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EXPENDITURE

01-	2131-	1-039-8-016-060-6011	Reg Classified Mgmt (NI), Contract Assignments	(5,425)
01-	2483-	1-039-8-016-060-6011	Temp Short-term Staff (Instr), Hourly Assignments	(9,468)
01-	3120-	1-039-8-016-060-6011	STRS - Non-Instructional Staff	(781)
01-	3220-	1-039-8-016-060-6011	PERS - Non-Instructional Staff	(527)
01-	3310-	1-039-8-016-060-6011	OASDI - -Instructional Staff	(587)
01-	3320-	1-039-8-016-060-6011	OASDI - Non-Instructional Staff	(337)
01-	3350-	1-039-8-016-060-6011	MEDICARE - Instructional Staff	(138)
01-	3360-	1-039-8-016-060-6011	MEDICARE - Non-Instructional Staff	(79)
01-	3420-	1-039-8-016-060-6011	H & W - Classified NI Staff & Board Member	(958)
01-	3510-	1-039-8-016-060-6011	UNEMPLOYMENT -Instructional Staff	(28)
01-	3520-	1-039-8-016-060-6011	UNEMPLOYMENT - Non-Instructional Staff	(16)
01-	3610-	1-039-8-016-060-6011	WORK COMP - Instructional Staff	(170)
01-	3620-	1-039-8-016-060-6011	WORK COMP - Non-Instructional Staff	(98)
01-	4300-	1-039-8-016-060-6011	Instr Supplies & Materials (< \$200 or life of < 1 yr)	(342)
01-	4580-	1-039-8-016-060-6011	In House Duplicating, Printing & Graphics	(500)
01-	5270-	1-039-8-016-060-6011	Conferences/Travel	(3,000)
01-	5374-	1-039-8-016-060-6011	Memberships	(600)
01-	5811-	1-039-8-016-060-6011	Contract Services	(1,000)
01-	5891-	1-039-8-016-060-6011	Indirect Charges	(5,362)
01-	6410-	1-039-8-016-060-6011	New Equip (> \$200 or life > 1 yr)	<u>(8,315)</u>
				<u>(37,730)</u>

American Recovery & Reinvestment Act (ARRA) at ATEP

INCOME

01-	8199-	0-150-8-000-000-0000	ARRA at ATEP	<u>10,612</u>
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EXPENDITURE

01-	1313-	0-150-8-xxx-xxx-xxxx	Temp Clsrm Faculty, Part-time Assignments	9,592
01-	3110-	0-150-8-xxx-xxx-xxxx	STRS - Instructional Staff	340
01-	3310-	0-150-8-xxx-xxx-xxxx	OASDI - -Instructional Staff	339
01-	3350-	0-150-8-xxx-xxx-xxxx	MEDICARE - Instructional Staff	140
01-	3510-	0-150-8-xxx-xxx-xxxx	UNEMPLOYMENT -Instructional Staff	29
01-	3610-	0-150-8-xxx-xxx-xxxx	WORK COMP - Instructional Staff	<u>173</u>
				<u>10,612</u>

Child Development Project at Saddleback College

INCOME

12-	8890-	1-001-1-058-036-1305	Child Development Proj at Saddleback College	<u>10,000</u>
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TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: Authorization of Payment to Student Trustee Absent from Board Meeting

ACTION: Approval

BACKGROUND

Education Code Section 72425 (c) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

STATUS

Student Trustee Bi'Anca Bailey was absent from a Regular Board Meeting on December 7, 2009 due to academic commitments.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt resolution 10-01 (Exhibit A) authorizing payment to Trustee Bailey who was unable to attend the Regular Board meeting, as noted above, due to academic commitments.

Item Submitted By: Dr. Raghu P. Mathur

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT
FROM BOARD MEETING**

RESOLUTION 10- 01

Section 72425 (c) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on December 7, 2009, the Board of Trustees of the South Orange County Community College District held a regular meeting; and

WHEREAS, Student Trustee Bi'Anca Bailey could not be present at the regular meeting; and

WHEREAS, it was determined that Student Trustee Bailey's absence was due to academic commitments.

NOW, THEREFORE, BE IT RESOLVED that Student Trustee Bailey shall be paid at the regular rate of compensation for the regular meeting of the Board of Trustees held on December 7, 2009.

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: November-December 2009/January 2010 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$76,700 for equipment, supplies and maintenance projects. During November-December 2009/January 2010, the following contracts were reviewed and approved by the Deputy Chancellor, following review by legal counsel, when appropriate.

CONTRACTOR NAME**CONTRACT AMOUNT**

R2A Architecture Architectural Services Agreement for the I.T. Server Room Upgrade.	\$75,176.00
Boston Reed College Agreement for Contracted Services to provide instructors and class material for the Pharmacy Technician Training Program.	\$57,600.00
Incentra Staff Augmentation Agreement for one dedicated engineering resource with experience in programming for contract software development work.	\$54,080.00
Blackboard, Inc. Professional Services Agreement to integrate the hosted Blackboard Learning System and SOCCCD campus based portal system. To develop and implement a solution, Blackboard will provide consultants to perform certain related services.	\$48,555.00
Blackboard, Inc. Software Schedule Agreement to grant license to use software.	\$39,720.00

Item Submitted By: *Gary L. Poertner, Deputy Chancellor*

IBM Customer Agreement & Master Services Attachment for ServiceElite to provide co-term maintenance for 26 machines to sync all systems.	\$17,643.16
Joyce Inspections & Testing, Inc. Inspector of Record Agreement to provide services for the ATEP Hope Drive parking lot renovation.	\$16,800.00
Kaplan, Inc. Lease Extension Agreement to extend the period of the lease until August 31, 2010.	\$16,725.36
Coast Community College District Agreement to implement the Tech Prep Regional Coordination Grant.	\$15,000.00
TRI-AD Health and Welfare Benefits Administration Agreement to provide administrative and/or recordkeeping services for employers who provide health and welfare benefits plans.	\$9,000.00 est.
OC Register.com Agreement to provide banners for advertising purposes.	\$5,000.00
P.B. Americas, Inc. Consultant Agreement for labor compliance program for the ATEP Hope parking lot renovation.	\$3,000.00
The Fun Company Event Contract for rental of equipment for event at Irvine Valley College.	\$2,050.00
Esteemed Human Development International Workshop Training Agreement to present workshop for Team Building, Communication and Change Management at Saddleback College.	\$1,075.00
Jump to the Stars/Mr. Margarita Agreement of rental items for event at Saddleback College.	\$299.00
Delta Dental Amendment to Agreement Group #928 to amend benefits for full-time employees who regularly work at least 30 hours per week.	
NACELink Network Assignment Agreement assigning rights, title and interest to Symplicity Corporation.	\$0.00

Item Submitted By: *Gary L. Poertner, Deputy Chancellor*

CSU Fullerton Auxiliary Services Corporation Agreement Amendment No. 2 to extend the deliverables by 12 months.	\$0.00
Mariposa Women & Family Center Affiliation Agreement to provide clinical internship for students at Saddleback College – Human Services Student Program.	\$0.00
Nancy Clark & Associates Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.	\$0.00
Institute of Reading Development Partnership Agreement for Noncredit Programs to teach a series of reading enrichment programs.	\$0.00
Credentials, Inc. Addendum to the Service Agreement to amend services, Transcripts, Automated Interface and Electronic Transcript Processing.	\$0.00
Rockwell Institute California Satellite School Agreement to provide access to its courses.	\$0.00
Genetics Center Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.	\$0.00
Lorraine Walker, M.D. Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.	\$0.00
Sam Sunshine Medical Corp (DBA-Orange Co. Sports & Wellness) Affiliation Agreement to provide clinical internship for students at Saddleback College – Human Services Student Program.	\$0.00
New Directions for Women Affiliation Agreement to provide clinical internship for students at Saddleback College – Human Services Student Program.	\$0.00

Mission Hospital
Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.

Care Ambulance Service, Inc. \$0.00
Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.

Lorraine Walker, M.D. \$0.00
Affiliation Agreement to provide clinical internship for students at Saddleback College-Human Services Student Program.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the contracts as shown above.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College Instrumental Music Student Travel
ACTION: Approval

BACKGROUND

The Saddleback Fine Arts Division is committed to offering high quality educational opportunities to its students. Saddleback College has made a commitment through the years to support activities that enhance effective student success. Students serving our Instrumental Music Program team have achieved numerous successes that have contributed to the recognition of the College, the District, and the community.

STATUS

Four Saddleback College Instrumental Music students were nominated and accepted to participate in the Western-Northwestern College Band Directors National Association (CBDNA) Intercollegiate Band. The band of four students and one full-time faculty advisor are planning to attend the CBDNA Division Conference March 10-13, 2010 in Reno, Nevada. Funding will be through the Instrumental Music Foundation accounts in an amount not to exceed \$2,080 (Exhibit A).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Western-Northwestern College Band Directors National Association (CBDNA) Intercollegiate Band attendance, March 10-13, 2010 in Reno, Nevada for four students and one faculty advisor in an amount not to exceed \$2,080 (Exhibit A).

Item Submitted By: *Dr. Tod A. Burnett, President*

EXHIBIT A

1 of 1

Projected expenditures for Faculty & Student Travel for CBDNA Division Conference

		TOTAL
Travel	College Van	\$
Convention Registration	4 X \$80	\$360.00
Lodging	\$80/night x 3 rooms x 5 days	\$1,200.00
Miscellaneous Food Food: \$26/day/person	\$520.00	\$520.00
		\$2,080

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Communication Arts and the Film Program
ACTION: Approval

BACKGROUND

On November 17, 2009, a report on Communication Arts and the Film Program at Saddleback College was submitted to the SOCCCD Board of Trustees. This report addresses program enrollments, staffing, curriculum, budget, and alumni successes.

STATUS

Channel 39 at Saddleback College and Channel 33 at Irvine Valley College now broadcast materials that meet the rating criteria of PG. Each college will form a committee to assess and evaluate proposed materials for the television programming schedule to assure that selected items are within the PG rating. Assessment of proposed materials will be an ongoing process to ensure that this rating level is adhered to.

The Film Program meets all criteria of a Career Technical Education program with an ongoing Advisory Committee as required by the State of California. Saddleback College will review the Advisory Committee membership to ensure a broad representation of the community. The Advisory Committee makes program requirement and curriculum recommendations to the faculty and administration.

RECOMMENDATION

The Chancellor recommends that Channel 39 at Saddleback College and Channel 33 at Irvine Valley College continue to broadcast programming within the rating of PG. Further, the Chancellor recommends that Saddleback College review the Film Program Advisory Committee membership to ensure a broad representation of the community.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Irvine Valley College: Barranca Road Project: Consultant Services
ACTION: Approval

BACKGROUND

On April 27, 2009, the Board of Trustees approved an additional \$2,020,000 in basic aid for Irvine Valley College Barranca Entrance Project for a total basic aid allocation of \$2,850,000.

STATUS

District staff included the Barranca Entrance project in the Request for Proposals which were received October 14, 2008. Nine firms were selected from that submittal for an interview held on September 2, 2009. Three firms were advanced for a second round of interviews held on November 6, 2009.

Staff recommends RGP Planning and Development Services to perform design services for Phase I of two for the Irvine Valley College Barranca Entrance project equal to \$66,750.

Funds for these services are available in the project budget which is \$2,850,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the consultant agreement, EXHIBIT A, with RGP Planning and Development Services for the Irvine Valley College Barranca Entrance Project equal to \$66,750.

**CONSULTANT SERVICES AGREEMENT-IRVINE VALLEY COLLEGE
BARRANCA ROAD PHASE I**

This AGREEMENT is made and entered into this 26th day of January in the year 2010 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **RGP Planning and Development Services**, 8921 Research Drive, Irvine, CA 92618, hereinafter referred to as "CONSULTANT";

WHEREAS, DISTRICT desires to obtain consultant services for the Barranca Road PROJECT, hereinafter referred to as "PROJECT" located at Irvine Valley College in the DISTRICT; and

WHEREAS, CONSULTANT is fully licensed to provide consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. The CONSULTANT's services shall consist of those services performed by the CONSULTANT, CONSULTANT's employees and sub-consultants as enumerated in Articles II and III of this AGREEMENT.

2. The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT. The CONSULTANT shall submit for the DISTRICT's approval a schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

3. The services covered by this AGREEMENT shall be completed within four months of the date of this AGREEMENT.

4. The general scope of the PROJECT includes a new entry road to the southern portion of the college campus from Barranca Parkway. This access may be two or four lanes depending on the outcome of this phase I analysis. It will include bicycle and pedestrian access and landscaping. The PROJECT includes due diligence, feasibility analysis, conceptual road design, final design, bid, construction and close out and will be broken into two phases of which this contract represents the work of the first phase.

ARTICLE II - SCOPE OF CONSULTANT'S SERVICES

1. The CONSULTANT's services consist of those described in Article II and further delineated in Exhibit A, and include normal planning, civil, structural, electrical, environmental, traffic and landscape architectural services and any other engineering services necessary to produce a reasonably complete and accurate set of deliverables as described herein, except those engineering services provided by the DISTRICT.

2. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Jeremy Krout as project Principal and Sam Ali as project manager from programming to close out. So long as the performance continues to be acceptable to the DISTRICT, the named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the PROJECT.

If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUBCONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.

3. The CONSULTANT shall ascertain the DISTRICT's needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

4. The CONSULTANT shall obtain a legal description of the site.
5. The CONSULTANT shall investigate existing conditions or facilities in the project area and in a 10' area immediately adjacent and make measured drawings of such conditions or facilities.
6. The CONSULTANT, shall during the programming phase, provide a written preliminary schedule and construction budget, subject to the limitations set forth in Article V. Such evaluation shall include three alternative approaches to design and construction of the PROJECT.
7. The CONSULTANT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval. CONSULTANT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The CONSULTANT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement.
8. The CONSULTANT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT with the DISTRICT's assistance. Included in this filing shall be any required energy modeling document for submittal to the State or local agency. The DISTRICT shall pay all fees required by such governmental authorities.
9. The duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement between the DISTRICT and CONSULTANT.
10. The CONSULTANT shall have access to the site at all times.
11. The CONSULTANT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of CONSULTANT'S personnel from the PROJECT.

12. The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's PROJECT unless one law, rule, regulation or ordinance supersedes another.

ARTICLE III - ADDITIONAL CONSULTANT'S SERVICES

1. The CONSULTANT shall be given additional compensation for the services described in Article III.

2. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the DISTRICT acceptance of one of the three options provided.
- b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required herein.
- c. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.
- d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

- e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
- f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
- g. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
- h. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- i. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in close out requirements.
- j. Providing services of consultants for other than those specifically included in this contract.
- k. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted consultant practice.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
2. Estimated costs for this project are currently unknown. After receipt of the CONSULTANT's Programming phase cost estimate, the DISTRICT shall prepare a current overall budget for the PROJECT, including the construction cost per sample template found in Exhibit D.

3. The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.

4. The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

ARTICLE V - COST OF CONSTRUCTION

1. The construction cost shall be the total cost or estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the CONSULTANT.

2. During the Programming phase, construction cost shall be determined by the DISTRICT's budget for the PROJECT established during the programming phase.

3. Construction cost does not include the compensation of the CONSULTANT and CONSULTANT's sub-consultants, or other costs which are the responsibility of the DISTRICT.

4. The CONSULTANT's evaluations of the DISTRICT's PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost, represent the CONSULTANT's best judgment as a professional familiar with the construction industry.

ARTICLE VI - CONSULTANTS DRAWINGS AND SPECIFICATIONS

The drawings, specifications and other documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the

construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that CONSULTANT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of CONSULTANT in the event such drawings, specifications and/or other documents are reused. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the drawings, specifications and other documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.

The CONSULTANT shall perform the work under this agreement using software previously approved by the DISTRICT and shall deliver electronic copy via CD or DVD in both the software format and PDF format upon acceptance of one of the three alternatives presented. If work is terminated prior to acceptance, a copy of the work completed to date shall be provided to the DISTRICT.

ARTICLE VII – TERMINATION

1. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

2. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.

3. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

4. The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.

5. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

6. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.

7. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

ARTICLE VIII - COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

1. For CONSULTANT services described herein compensation shall be computed as follows:

Compensation is based on a fixed fee of \$63,500 and a reimbursable allowance of 3,250 for a total amount of \$66,750. Progress payments for CONSULTANT services in each phase shall total the following percentages of the total compensation payable:

Project Initiation and Discovery Phase	35 percent	\$22,225
Programming Phase	65 percent	\$41,275

Reimbursable Expenses

\$ 3,250

Total Compensation: One Hundred Percent (100%)

2. This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.

3. Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.

4. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time at the site of the PROJECT.

5. To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time shall be computed at standard hourly rates as shown in Exhibit B.

6. Reimbursable Expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review.

a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and sub consultants in the interest of the PROJECT.

b. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of

authorities having jurisdiction over the PROJECT. CONSULTANT's normal travel expense including PROJECT site visits and meals are excluded.

c. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her consultants or identified specifically as a deliverable including postage and handling of Drawings, Specifications and other documents, are reimbursable upon DISTRICT's prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT's Basic Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1 %) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and sub consultants in the interest of the PROJECT.

g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1%) times the amounts billed to the CONSULTANT for such services.

ARTICLE IX - INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT entirely harmless from all liability arising out of:

a. any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT's employees or his/her subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT including a waiver of subrogation; and

i. any and all claims for damages costs and/or charges caused by CONSULTANT's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated

in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CONSULTANT's consultants, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONSULTANT's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.

- ii. Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.

- 1) CONSULTANT shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Statutory workers' compensation and employers' liability.
- b. Comprehensive general and auto liability insurance with limits of not less than 1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
 1. owned, non-owned and hired vehicles;
 2. blanket contractual;

3. broad form property damage;
4. products/completed operations; and
5. personal injury.

c. Professional liability insurance, including contractual liability, with limits of 1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insureds and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and (b) above shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

ARTICLE X - MISCELLANEOUS

1. The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall

provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

2. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

3. Unless otherwise provided in this AGREEMENT, the CONSULTANT and CONSULTANT's consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

5. No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

6. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. Neither DISTRICT nor CONSULTANT shall assign this AGREEMENT without the written consent of the other.

7. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

8. CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

9. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

10. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

12. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

13. Communications between the parties shall be sent to the following addresses:

DISTRICT

South Orange County Community
College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye D'Lena

CONSULTANT

RGP Planning and Development
8921 Research Drive
Irvine, CA 92618
Attn: Jeremy Krout

14. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

This AGREEMENT entered into as of the day and year first written above.

DISTRICT

South Orange County Community
College District

(Signature)

Gary Poertner
(Printed name)

Deputy Chancellor
(Title)

(Date)

CONSULTANT

RGP Planning and Development

(Signature)

Jeremy Krout
(Printed name)

Principal
(Title)

(Date)

(Taxpayer number)

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF CONSULTANT

CONSULTANT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

CONSULTANT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over the PROJECT and coordinate with and implement the requirements of the regulatory agencies, i.e.: DSA, State Fire Marshal, City of Irvine, California Department of Fish and Game, U.S. Fish and Wildlife Service, Irrigation Water District, etc.
2. Prepare a list of contacts associated with the project.
3. Prior to meeting with other agencies, prepare a brief project summary booklet that describes the proposed project, the DISTRICT design requirements and illustrates the concept road cross section and aerial for the purpose of presenting a framework for PROJECT discussions.
4. Contract for or employ at CONSULTANT'S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: planning, civil, structural, electrical, environmental, traffic and landscape engineering services and any other engineering services licensed as such by the State of California. The names of said sub-consultants shall be as submitted to the DISTRICT during the interview. Any modifications will require approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the CONSULTANT under terms of this Agreement.
5. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.

6. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.
7. Chair, conduct and take minutes of coordination meetings as stipulated in each of the phases during the entire design phase with sub-consultants, CONSULTANT shall invite the DISTRICT and/or its representative to participate in these meetings.
8. Obtain easements and ownership information at project area and adjacent properties.
9. Review existing subsoil data, chemical, mechanical and other data logs of borings, etc., pursuant to this Agreement and provide the DISTRICT with appropriate design proposals to address the existing conditions. Advise DISTRICT if additional testing is necessary to arrive at Programming level design.
10. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
11. If desired by the DISTRICT and agreed to by the CONSULTANT, CONSULTANT shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.
12. Provide services required in preparation to obtain federal, state and local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.
13. Develop a grading / drainage plan, conceptual site plan from CONSULTANT's information, and a concept utility infrastructure plan using a professional civil engineer who is to subcontract with the CONSULTANT.

14. CONSULTANT to document the location of existing over and underground utility lines, telephone, water and sewage, etc., within the limits of this PROJECT. This information shall be provided by the CONSULTANT with the help of DISTRICT as-built documentation.

15. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

16. CONSULTANT is not responsible for:

- a. Ground contamination or hazardous material analysis
- b. Any asbestos testing, design or abatement
- c. Environmental impact report
- d. Historical significance report
- e. Topographic and Aerial survey

17. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION AND DISCOVERY PHASE

Upon final execution of the Contract with the DISTRICT, the CONSULTANT shall perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed:

1. Within the first week following execution of the contract, prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule.
 - a. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, feasibility analysis, report preparation, planning, programming, conceptual design, and estimating that are part of the work of the PROJECT. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
 - b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Participate in a general project kick-off meeting to include the CONSULTANT'S sub-consultants, and DISTRICT staff.
 - a. The project kick-off meeting will introduce key team members from the DISTRICT and the CONSULTANT to each other defining roles and responsibilities relative to the PROJECT.
 - b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.

- c. Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT including but not limited to:
- i. Separation of pedestrian and bicycle circulation
 - ii. Address existing drainage system and potential solutions with new roadway
 - iii. Roadway alignment alternatives
 - iv. City property interface
 - v. Biological and Engineering considerations
 - vi. Determine environmental impact report approach
 - vii. Meeting coordination (In house and external)
 - viii. Investigation coordination
 - 1. Property Ownership at adjacent parcels
 - 2. Biological constraints survey
 - 3. Circulation and potential usage levels
 - 4. Drainage for new and improvement of existing
 - 5. Geotechnical and Geological coordination
 - 6. Road construction impacts on campus use
 - ix. Conceptual Design and programming
 - 1. Existing and Master Planned future use coordination
 - a. Traffic
 - b. Concurrent utility infrastructure considerations
 - 2. Traffic study
 - 3. Current drainage and proposed alternatives
 - 4. Traffic, bicycle and pedestrian: circulation, safety and security
 - a. Safe circulation
 - b. Lighting
 - c. Traffic calming devices
 - d. Emergency vehicle access
 - 5. Protecting environmentally sensitive areas
 - x. Cost benefit analysis of the three PROJECT alternatives and various PROJECT aspects
- d. Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- e. Review documentation of the project kick-off meeting prepared by the CONSULTANT and comment prior to distribution.

3. Participate in an initial meeting to include the City of Irvine, the CONSULTANT and sub-consultants and DISTRICT staff to discuss access alternatives and potential City interface. Discuss City support of the PROJECT, processing requirements including required documentation/permits anticipated-if any, evaluation of potential environmental impacts and drainage issues associated with the City property. The CONSULTANT shall also discuss the impact to parkway, sidewalk and roadway; and potential concerns regarding signalization and adjacency to the intersection at Jeffery and Barranca.

4. Meet with the Irvine Company (TIC) to discuss review and approval process for access and intersection improvements along Barranca Parkway. Identify the proposed access location and obtain TIC design criteria.

5. Meet with Southern California Edison to determine requirements for directing access beneath existing power lines and to obtain processing requirements to obtain easement.

6. Meet with any long term lease holder of the Edison property.

7. Participate in an initial meeting to include (as determined necessary) the California Department of Fish and Game , the U.S. Fish and Wildlife Service and the Army Corps of Engineers, the CONSULTANT and appropriate sub-consultants and DISTRICT staff to discuss need, if any, to mitigate impacts of special-status species found in or around the vicinity of the PROJECT site.

8. Conduct a preliminary biological constraint survey to determine if there are sensitive species, identify potential design features that will avoid impacts to sensitive areas and to determine potential jurisdictional areas if any. Notify District if there is a need for a second survey which is not part of the scope of this contract.

9. In coordination with traffic engineer, examine current and future land uses, roads, bicycle routes and walkways to determine levels of usage and conflicts between

circulation and modes of transportation. Signalization analysis will be required. Review construction impact on campus functions

10. Assist the DISTRICT with selecting a surveyor using DISTRICT template for survey RFP. Develop PROJECT specific language, obtain proposals, make written recommendation to DISTRICT for survey group including spreadsheet comparison of no less than three firms considered. Coordinate resultant site survey work and incorporate findings into design considerations.

11. Perform a conceptual drainage study. Review existing drainage studies, if any and/or existing conditions.

12. Review existing geotechnical reports to gain a general understanding of soil conditions. Review existing conditions and determine if there are any geotechnical considerations that would impact the three design alternatives. Evaluate setback considerations from the slope or other remediation necessary. Provide recommendation for future investigations.

13. Complete information check list (Exhibit C) identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; natural gas availability and requirements; and irrigation and fire water service requirements.

PROGRAM DEVELOPMENT- TASK II

DESIGN ISSUES

Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.

1. Conduct three programming meetings with the DISTRICT selected project committee to 1) Discuss three Site Plan configuration alternatives and narrow to preferred choice, 2) Demonstrate incorporation of comments from meeting #1

3) Demonstrate incorporation of comments from meeting #2 and select final Site Plan configuration for estimating project cost and duration and proceeding to Phase II work.

2. Perform feasibility analysis for each of the three alternatives and associated/adjacent work. Describe the anticipated pros and cons of each of the design alternatives including an analysis related to cost, time and overall quality of project.

3. Provide a comparative analysis of environmental impacts between the three alternatives.

4. Prepare Project Checklist (Exhibit C) to the fullest extent allowable by the work identified in this contract and the work applicable to the specifics of this project.

SITE PLANNING

Prepare three Site Plan configurations for the proposed improvements. The development of these Site Plans should incorporate or be based upon completion of tasks 1-4. Items 5-7 to be completed after choosing one of the three alternatives:

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, CONSULTANT shall design the PROJECT in accordance with recommendations of the soil consultant.

2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, constructability, facility expansion and future development potential in the area of the new Barranca access.

3. Review proposed plans and confer as necessary with the federal, state and local jurisdictions to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

4. Detail the elements of the proposed facility including road dimensions, right of way lines, curbs, sidewalks, curb returns, traffic lanes, ramps and railings, lighting and its supporting elements of site development, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses. The plans will include design requirements from all agency meetings and as ascertained during the discovery phase.

5. Evaluate the existing median and left turn pocket constructed on Barranca Parkway and sufficiency to meet College needs. Review the existing street improvement plan and prepare a proposed street improvement plan and street striping modification plan.

6. Connections to existing campus circulation, grading and drainage concepts, locations of gutters, catch basins and storm drains including all potential utility points of connection.

7. Identify any future utility connection on Barranca Parkway to serve future campus development as related to 2006 Facilities Master Plan.

8. Providing services required for or in connection with color coordination including furnishing. CONSULTANT is required to establish a palette of signage, fixtures and exterior furnishings to complement the PROJECT design. The DISTRICT shall procure furnishing and moveable equipment.

PROJECT CONSTRUCTION COST

1. Provide an order of magnitude cost for each of the three alternatives presented during the Site Planning portion of this work. Develop probable construction cost for the selected PROJECT alternative. Probable costs are to be based on the developed functional programs as approved by the DISTRICT.

Probable costs prepared by the CONSULTANT:

- a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate

line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.

- b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
- c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- d. One week prior to the submittal of documents, the CONSULTANT'S proposed cost format must be submitted to the DISTRICT for review and approval.
- e. CONSULTANT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

MEETINGS

During the Programming Design Phase it is anticipated that approximately one (1) two hour meeting per week will be convened between the DISTRICT and the CONSULTANT. These meeting will not exceed one day in duration and will be held on the PROJECT's campus location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the CONSULTANT.

DELIVERABLES

1. CONSULTANT shall provide to the DISTRICT the following quantities of materials resulting from the work of this phase of the PROJECT:

15 copies of Program Report* with three alternative designs including comparative analysis and feasibility analysis

15 copies of Program Report* with meeting #1 comments incorporated. Update comparative and feasibility analysis as appropriate.

15 copies of Program Report* with meeting #2 comments incorporated. Update comparative and feasibility analysis as appropriate.

3 copies of Program Report* with final design option and Site Plan

3 copies of PROJECT Probable Cost for final Program Report*

1 copy of Information Checklist

2. CONSULTANT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work upon submittal of final Program Report*.

*Program Report shall contain information sufficient to convey appropriate and necessary information for each of the three DISTRICT selected project team meetings. All accumulated information shall be included in the final Program Report including a summary of the process for selecting the chosen alternative and an appendix item including meeting minutes from the first three meetings. Include a separate appendix conveying the cost analysis portion via the Probable Cost .

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT.
1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the CONSULTANT within a reasonable time, as requested by CONSULTANT.
 2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
 3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. CONSULTANT shall not be due any fee for extra services due to change orders resulting from CONSULTANT'S design errors and omissions.

4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the CONSULTANT'S specified specification of the PROJECT.

B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT and each sub-consultant involved in the PROJECT.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Principal I Engineers	\$175/hr
Founding Principal	\$175/hr
Principal I	\$165/hr
Principal II	\$145/hr
SR Associate - Engineer	\$135/hr

Sr. Associate	\$125/hr
Associate	\$105/hr
Professional Staff	\$ 95/hr
Professional Support	\$ 85/hr
Staff	\$ 75/hr
Staff Support	\$ 50/hr

IMA CO.**

Professional Staff	\$75 -\$100/hr
Project Manager Landscape Architect	\$150/hr
Principal Landscape Architect	\$175/hr

GLENN LUKOS ASSOCIATES**

Principal-in-Charge	\$210/hr
Senior Project Manager	\$165/hr
Senior Habitat Restoration Specialist	\$105/hr
Project Manager	\$105-\$85/hr
Habitat Restoration Specialist	\$105-\$85/hr
Assistant Project Manager	\$85-\$55/hr

Field Assistant \$60/hr

GIS Technician \$85-\$65/hr

Clerical \$40/hr

AUSTIN-FOUST ASSO., INC. **

Principal \$185/hr

Associate \$170-\$175/hr

Transportation Engineer \$105-\$140/hr

Transportation Planner \$95-\$125/hr

Transportation Analyst \$90-\$130/hr

Design Engineer \$120/hr

Design Drafter \$90/hr

Technical/Clerical \$80-\$90/hr

GMU GEOTECHNICAL, INC. **

Principal Engineer/Geologist \$200/hr

Associate Engineer/Geologist \$180/hr

Senior Engineer/Geologist \$160/hr

Project Engineer/Geologist \$145/hr

Staff Engineer/Geologist	\$130/hr
Deposition/Testimony	\$375/hr
Engineering Technician	\$100/hr
Engineering Seismological Technician	\$135/hr

Notes (1) Overtime for field personnel will be charged at 1.5 times the base rate. Overtime is defined as the time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.

(2) The above rates for field testing services do not apply for prevailing wage projects. Prevailing wage rates will be determined on a project-specific basis.

Graphic Illustration/CADD	\$90/hr
Report Preparation	\$78/hr

** Indicates 10% administrative mark-up has been applied

EXHIBIT C-SITE CHECK LIST

1. LIST OF EASEMENTS

Type of Easement:

Holder of Easement:

Recording Reference:

Location: Prepare Exhibit

Impact on proposed area:

2. BOUNDARY INFORMATION

Review boundary information

Setbacks:

- Street Yard:
- Front:
- Side:
- Yard:

Height Limit:

Maximum site coverage:

Parking requirements:

Apparent conflicts:

3. **EXISTING CONDITIONS AND PLAN REVIEW CHECK LIST**

SOURCE OF PLANS

List of plans including; source, preparer, origination date, as-built date:

ON-SITE WATER

Size and material of water service to site:

Backflow prevention device: (Y/N) Size:

Age of water system elements:

Location of any existing functional water facilities:

Location and size of connection to agency facilities:

Adequacy of system for proposed improvements:

Notes:

ON-SITE SEWER

Size and material of sewer service to site:

Size of sewer laterals:

Age of sewer system elements:

Adequacy of system for proposed improvements:

Notes:

OFF SITE WATER INFORMATION

Source of information:

Date of plan preparation:

Agency responsible for water facilities:

Location of off-site water facilities:

Size and material of water mains:

Size and location of water main to site:

Adequacy of system for proposed improvements:

If water mains stop short of site, the distance to expansion area:

Notes:

4. SOURCE OF SEWER PLAN INFORMATION

Source of information:

Date of plan preparation:

Agency responsible for sewer facilities:

Location of off-site sewer main at connection point:

Size and material of sewer main:

Slope of sewer main:

Adequacy of system for proposed improvements:

If sewer mains fall short of site, give distance to site:

Notes:

5. **FIRE FLOW DATA AND SYSTEM REVIEW CHECK LIST**

Jurisdiction:

Size of water main:

Backflow Device (Y/N) Size: Material:

Location of fire hydrants on/off site: (Provide information for each)

Fire hydrant no.

Fire hydrant location:

Static pressure:

Flow rate:

Residual pressure:

GPM at 20 PSI residual pressure:

Adequacy of system for proposed improvements:

Notes:

6. FLOOD PLAIN ANALYSIS CHECK LIST

Source of flood plain data:

Date of flood plain data:

Panel Number:

Description of flood zone:

Zone:

Depth of Elevation:

Source of Flooding:

Location of flood zone:

Impact to site by flood zone:

Solution to impacts:

Notes:

7. FIELD OBSERVATION

Review existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion.

a) East of site

West of site

North of site

South of site

- b) Traffic Generation
- c) On-site vehicular traffic patterns
- d) Parking adequacy
- e) Off-site traffic generation
- f) Street lighting
- g) Site topography and drainage
- h) Site fill
- i) Existing vegetation
- j) On-site utilities (power poles, hydrants, utility services)
- k) Options for attaching to existing utilities
- l) Noise and Odor issues
- m) Site expansion obstructions (e.g. existing utilities, building adjacencies, etc.)
- n) Obstructions to construction access.
- o) Off-site and on-site drainage patterns
- p) Emergency access limitations

8. ELECTRIC, POWER AND GAS REVIEW CHECK LIST

- a Name and position of contact person:
- b Adequacy of existing facilities serving the site:
- c Anticipated improvements/ upgrades to serve the proposed expansion:

Notes:



EXHIBIT D – TEMPLATE FOR BUDGET

BUDGET OUTLINE

PROJECT: Name DATE: Of Budget Development
 COLLEGE: College
 DISTRICT: South Orange County Community College District

PREPARED BY:

DATE REVISED:

		0	
1. SITE ACQUISITION		0	
Subtotal Acquisition of Site		0	0
2. PLANS			
A. Architect's fee for preliminary plans		0	
B. Architect's fee for working drawings		0	
C. Other design consultant fees		0	
D. DSA Plan check fee		0	
E. Community College, plan check fee			
F. Preliminary Tests (Haz Materials, etc.)			
G. Other Costs (Legal, Advertising, EIR, Energy)	0		
Subtotal Plans	0		
3. CONSTRUCTION			
A. Scope Description	0		
B. Scope Description	0		
C. Unforeseen underground utilities	0		
Subtotal Construction Contract			0
4. Tests and Inspection	3% x Total Constr. Cost		0
5. Contingency	10% x Total Constr. Cost		0
6. Construction Management Consultant	8% x Total Constr. Cost		0
7. Architect/ Engineering Oversight	2% x Total Constr. Cost		0
8. DIR fee for Labor Compliance (1/1/2010)	.25% x Total Constr. Cost		0
Total Construction Costs (Items 3 through 8 above)			0
9. Furniture and Group II Equipment			.0
10. Total Project Costs (Items 2, 8 and 9)	(round to thousands)		0

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: Academic Year 2010/2011 Non-Resident Tuition Fees for Foreign & Out-Of-State Students

ACTION: Approval

BACKGROUND

The California Education Code, Section 76140, requires each community college district of the state to establish a non-resident tuition fee no later than February 1 for the succeeding fiscal year. This rate is based on the expense of education per unit of attendance (FTES) for the previous fiscal year, modified by the projected increase in the U.S. Consumer Price Index for the current year and the year in which the fee will be in effect. The District may also set this fee below the calculated fee, but no less than the statewide average fee, or at a level not to exceed a contiguous district's established fee. The current fiscal year fee is \$190 per unit.

Pursuant to Education Code Section 76141, a district may also charge nonresident students a capital outlay fee. This portion of the Education Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to any nonresident student – except for “AB 540” students (those students who are undocumented immigrants and meet all qualifications listed in Assembly Bill 540) , who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged only to nonresidents that were citizens and residents of a foreign country. Revenue derived from this fee shall be expended for purposes of capital outlay, maintenance, and equipment. Any fee charged pursuant to this section is limited by the following: 1) the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding year; or 2) 50% of the 2010-11 nonresident tuition fee adopted pursuant to EC 76140. The current fiscal year fee is \$25 per semester unit.

In addition to the non-resident tuition fee, Chapter 170, Statutes of 1992, also added Education Code Section 76142, which authorized districts to charge non-resident applicants a processing fee not to exceed the lesser of: the actual cost of processing an application and other documentation required by the federal government, or \$100, which may be deducted from the tuition fee at the time of enrollment. The fee is non-refundable if students fail to enroll subsequent to making an application for enrollment. The current fiscal year fee is \$54. A report of estimated non-resident related fees was presented to the Board of Trustees at the November 17, 2009 board meeting.

STATUS

The District rate for the 2010/2011 academic year may be established under one of four prescribed options: the average statewide rate; the District average rate; that of a contiguous district; or, a rate that is no more than the District basis but no less than statewide basis as shown in EXHIBIT A, Non-Resident Tuition Fee Worksheet. The statewide rate, representing the average statewide projected cost of education students is \$183 per semester unit; the calculated District rate is \$178 per semester unit. The additional amount for capital outlay that can be levied under ECS 76141 is \$35 per semester unit. The actual document processing application fee has been calculated at \$54 as shown in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt a 2010/2011 non-resident tuition fee of \$183 per semester unit based on the "average statewide rate" option. It is further recommended to keep the capital outlay fee authorized by ECS 76141 at the current \$25 per semester unit rate and the application fee authorized by ECS 76142 to remain at \$54 per semester in 2010/2011.

California Community Colleges
2010-11 NONRESIDENT FEES WORKSHEET

Exhibit A
Page 1 of 3

2010-11 NONRESIDENT TUITION FEE (ECS 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2008-09 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$ 6,903,979,351	\$ 137,902,780	\$ _____
B. Annual Attendance FTES (Recal 2008-09)	1,313,192	26,995	_____
C. Average Expense of Education per FTES (A ÷ B)	\$ 5,257	\$5,108	\$ _____
D. US Consumer Price Index Factor (2 years)	x 1.043	x 1.043	x 1.043
E. Average Cost per FTES for Tuition Year (C x D)	\$ 5,483	\$5,328	\$ _____
F. Average Per Unit Nonresident Cost: Semester-System (E ÷ 30 units)	\$ 183	\$178	\$ _____
<u>OR</u>			
Quarter-System (E ÷ 45 units)	\$ 122	\$ _____	\$ _____

NOTE:

“B. Annual Attendance FTES” includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option only for use by a district with ten percent or more noncredit FTES (Education Code Section 76140(e)). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

The district governing board at its January 25, 2010 meeting adopted a nonresident tuition fee of \$ 183 per semester unit.

Basis for adoption is (place an X in one box only):

- 1. Statewide average cost, per column 1;
- 2. District average cost, per column 2;
- 3. District average cost with 10% or more noncredit FTES, per column 3;
- 4. Contiguous district. _____ (Specify district and its fee.)
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.

2010-11 NONRESIDENT STUDENT CAPITAL OUTLAY FEE (ECS 76141)

For districts electing to charge a **capital outlay fee** to **ANY** nonresident student (as discussed in the memo), please compute this fee as follows:

- a. Capital Outlay expense for 2008-09 \$ 28,495,006
- b. FTES for 2008-09 26,995
- c. Capital outlay expense per FTES (*line a divided by line b*) \$ 1,056
- d. Capital Outlay Fee per unit:
 1. Per semester unit (*line c divided by 30 units*) \$ 35

OR

2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2010-11 Nonresident Student Capital Outlay Fee (*cannot exceed line d OR 50% of adopted 2010-11 Nonresident Tuition Fee*) \$ 25

The district governing board at its January 25, 2010 meeting adopted a **nonresident capital outlay fee** of \$ 25 per semester unit.

Upon adoption of nonresident tuition fee by your district governing board by February 1, 2010, please submit a copy of this report by February 15, 2010 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057**

District: South Orange County Community College District

Contact Person: Beth Mueller

Phone Number & email: 949.582.4661 / bmueller@socccd.edu

**20010/11
Capital Outlay Fee Calculation *
E.C.S. 76142**

A. Total Capital Outlay 2008/09	\$ 28,495,006
B. FTES for 2008/09	26,995
C. Foreign Student Charge per Academic Year (A / B)	\$ 1,056
D. Estimated 2010/11 Capital Outlay Fee, per unit (C / 30)	\$ 35
E. Capital Outlay Fee, per Unit Recommended **	\$ 25

**2010/11
Application Fee Calculation
E.C.S. 76142**

A. Admissions & Records Operating Expense for 2008/09 (per CCFS-311, A.C. 6200)	\$ 2,932,883
B. FTES for 2008/09	26,995
C. Student cost per academic year (A / B)	\$ 109
D. Estimated 2010/11 Application fee, per semester (C / 2)	\$ 54
E. Application Fee, per semester Recommended	\$ 54

Comparison of Non-Resident Fees

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11**</u>
Non-Resident Tuition	\$ 173	\$ 181	\$ 190	\$ 183
Capital Outlay Fee	\$ 25	\$ 25	\$ 25	\$ 25
Application Fee	\$ 50	\$ 52	\$ 54	\$ 54

* This portion of the Ed Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to **ANY** nonresident student - **except** for "AB 540" students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged **only** to nonresidents that were citizens and residents of a foreign country.

** SUGGESTED 2010/11 FEES

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: 2010-2011 Sabbatical Recommendations

ACTION: Approval

BACKGROUND

Under the authority of Article XXVI, Section H, of the Academic Employee Master Agreement, 28 semesters are available for sabbaticals for the 2010-2011 academic year. Using the criteria of Article XXVI, 17 full-time faculty members have been recommended for sabbaticals for the 2010-2011 year. The sabbatical applications and support information were forwarded to the SOCCCD Sabbatical Committee comprised of faculty and administrators representing both colleges and the district. Of the 17 proposals selected, 2 faculty members requested full-year sabbaticals. Of the 15 faculty members requesting single-semester sabbaticals, 8 requested sabbaticals for the Fall Semester 2010 and 7 for the Spring Semester 2011. According to Section I, Subsection A, of the Academic Employee Master Agreement, sabbaticals are allowed for the professional enhancement of the faculty member, which shall benefit the faculty member, his/her college, students, and/or the District.

STATUS

The SOCCCD Sabbatical Committee met and reviewed all requests for sabbaticals for the 2010-2011 academic year. The committee, chaired by Dr. Tony Huntley, Professor, Mathematics, Science and Engineering, Saddleback College, and Dr. David Bugay, Vice Chancellor, Human Resources, voted to recommend the faculty members listed in Exhibit A for sabbaticals during the 2010-2011 academic year. Budget planning will reflect provisions to accommodate the sabbatical teaching loads.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the recommended faculty members for sabbaticals during the 2010-2011 academic year as indicated in Exhibit A.

Item Submitted By: *Dr. David Bugay, Vice Chancellor, Human Resources*

South Orange County Community College District
2010-2011 Sabbatical Committee Recommendations

Juanita Baltierra
Counseling Services and Special Programs/EOPS
Saddleback College

Fall Semester 2010

TITLE: *Manual for the Training of Saddleback College's Counseling Interns, Adjunct and First-Year Counselors*

GOAL(S) and OBJECTIVE(S):

1. Develop a training manual that will provide a standardized curriculum for the training of counseling interns and counselors. The manual will include organized and categorized materials, sample forms, case study situations, and website resources,
2. Compilation of counselor training materials in a manual format will allow for effective and efficient training of counselors.

ACTIVITIES:

Sabbatical activities will include a review of current research in the field of community college counselor training. Contacts will be made with local colleges that may offer intern/new counselor training programs for the purpose of determining additional information that may be included in the training manual. The manual will include a glossary of "counseling terms", academic counseling case studies, samples of all forms used in counseling sessions with notations on how and when to use forms, and a list of useful counseling websites.

As senior counselors retire in the near future, a training manual will be an invaluable resource for the training of future counselors. The information provided in the training manual will provide the basics of community college counseling at Saddleback College.

PRODUCTS:

1. Documentation of research review and contacts with college counselor training programs.
2. *Manual for the Training of Saddleback College's Counseling Interns, Adjunct and First-Year Counselors (a PDF copy will be available online on the Counselor Information Page)*

Zina Boratynec
Special Services, Counseling & Special Programs
Saddleback College

Academic Year 2010-2011

TITLE: Asperger Syndrome: Effective Counseling and Support Services for Academic & Social Success

GOAL(S) and OBJECTIVE(S):

1. To acquire a comprehensive knowledge and understanding of Autism Spectrum Disorder, specifically, high-functioning Autism known as Asperger Syndrome.
2. To identify counseling and educational strategies designed specifically to meet the disability-related issues students with Asperger Syndrome experience at college.
3. To further my education by taking graduate-level courses specific to Autism Spectrum Disorder.
4. To compile a report that a) outlines and defines Asperger Syndrome, b) identifies the academic, cognitive, social and behavioral difficulties college students with Asperger Syndrome have, c) discusses the issues and unique challenges Special Services counselors encounter involving the determination and authorization of effective accommodations and support services and d) provides strategies and tools designed to assist counselors, faculty and students in managing Asperger Syndrome in a community college setting.
5. Another goal of my sabbatical is to continue my efforts at improving my communication, comprehension skills and understanding of deaf culture by completing additional coursework in Sign Language.

ACTIVITIES:

1. Obtain an Autism Certificate by completing an Autism Education Certificate Program, a four graduate level course sequence on Autism Spectrum Disorder through National University.
2. Watch, listen and take notes on about 20 hours of online multi-media Autism Education Courses presented by 10 of the world's most renowned Autism speakers.
3. Read 7 carefully selected books on Asperger Syndrome and its management at college.
4. Write a report on Asperger Syndrome that defines the disorder and its symptoms as well as addresses how to manage Asperger Syndrome at college by providing practical strategies for academic and social success. Report will also include resources for photocopying and helpful websites.
5. Complete Sign Language II at Saddleback College.

PRODUCTS:

As my sabbatical leave comes to an end, I will have:

- 1) completed a graduate level four-course sequence on Autism Spectrum Disorder and obtained an Autism Certificate.
- 2) completed about 20 hours of online multi-media Autism Education Courses and read 7 books on Asperger Syndrome.
- 3) completed a report on Asperger syndrome.
- 4) completed Sign Language II.

George Brogan
Professor of Geology
School of Physical Sciences
Irvine Valley College

Spring Semester 2011

TITLE: Southern California Natural Disaster History

GOAL(S) AND OBJECTIVE(S):

The goal of this special project is to compile a descriptive text accompanied by tables of major natural disasters in southern California, for use in supplementing the text used in Geology 23, Natural Disasters. The record of natural disasters will cover southern California from Santa Barbara County to Imperial County. No single resource exists with this information. The catalogue and text will also be useful for Geology 3, Geology of California, and can also be used in other geology, marine science, and Earth science classes.

ACTIVITIES:

Natural disaster data to be compiled, for major natural disasters in southern California, include earthquakes, tsunamis, major winter storms, major summer storms, major landslides, floods, fires, and data relevant to other potential disasters (including potential volcanic eruptions, prior major impacts from space objects in or near southern California, active faults, water supplies and droughts, land subsidence and sea level rise). The project will require a major effort to collect data from appropriate agencies at the Federal, State, and local levels; data will be compiled, and written as a descriptive text accompanied by a set of tables (one table for each type of natural disaster).

PRODUCTS:

The product will be to compile these natural disaster data into a report that contains text and appended tables that is presented in a manner that is useful to students, to foster critical thinking, and to inspire further research from students in and beyond the classroom. The final product will be burned onto a CD, and is envisioned as a reader of 20-40 pages with appended tables, to supplement required reading and classroom activities in Geology 23, Natural Disasters, Geology 3, Geology of California, and any other geology or marine science class. The research also will be presented to the faculty of IVC during a flex week activity in Fall 2011.

Jeffrey Clark
English Department, Liberal Arts Division
Saddleback College

Spring Semester 2011

TITLE: Designing a Distance Education/Hybrid English 200 Class

GOALS AND/OR PURPOSE:

My goals are: To enhance students' chances for success in the classroom by designing a distance education/hybrid class that will provide students with all the technological advantages of an online environment yet also have face-to-face contact with the instructor

and other students; To provide students with a new method of educational delivery that is not currently being offered in the English department at Saddleback; To provide students with an introduction to a technology enhanced writing class that will help them transition into other web-only based classes that require writing at Saddleback, including English 1A.

ACTIVITIES

I will begin by reviewing and examining Catalyst and Connect, the two learning resources that are provided by McGraw-Hill, the publisher of my text and numerous online resources, like Quia.com. I will be selecting for use in the classroom different videos, grammar exercises, tutorials, quizzes, web quests, stream-lined presentations, and methods of evaluation (especially peer evaluation) to be uploaded into Blackboard and then used in the classroom.

I will then revise lesson plans, hand-outs, and assignments to incorporate this new material into my classroom. All in-class assignments, most hand-outs, and all homework assignments will be uploaded either into Blackboard or written as a computer file that can be shown in the classroom projector.

PRODUCTS:

A hybrid English 200 class will be designed and will be used as part of my regular teaching assignment.

This class/product will include the following:

From the first day to the last of the semester, students (even when absent) can go online and find out what we covered in class and what is expected of them for the next class meeting. Also individualized and guided lessons will be online.

Students will be provided with a variety of online writing centers and resources to help them at any time while they are enrolled in the class.

Instruction will no longer be dependent on one main method of delivery; the class will now provide visual, aural, written, and online approaches that will address the different learning styles of students.

I will also be available to discuss the project and share the knowledge and expertise I have learned while developing this project with other Saddleback faculty.

Finally, this sabbatical would be a major step in turning this course into a hybrid class, and that, I believe, would be taking my English 200 class into the future of education and would help Saddleback College more broadly and effectively address the community it serves.

Jody Cochrane

Mathematics, Science and Engineering Division
Saddleback College

Fall Semester 2010

TITLE: *Introduction to Statistics: Development of Computer Assignments and Supplemental Course Notes*

GOALS AND OBJECTIVES:

The purpose of this sabbatical is to develop a course set of computer lab assignments and a set of course notes to supplement the textbook for use in *Introduction to Statistics* (Mathematics 10). Students taking this course need to gain experience in using statistical

software and also receive an effective in-class presentation of a difficult subject. The products of this sabbatical will address these needs and will be made available to all mathematics department instructors who teach this course.

ACTIVITIES:

1. Survey faculty from various departments and colleges to determine what statistical software they use in their courses.
2. Learn and evaluate the software packages suggested by the survey. Select one that is suitable for use in *Introduction to Statistics*, both for in-class demonstrations and for the lab assignments.
2. Write a course set of 6 – 8 computer lab assignments to be used with the selected software.
3. Revise and add to my current set of supplemental course notes to create a complete package.

PRODUCTS:

1. A complete set of computer lab assignments for Math 10, to be made available to students through my course website.
2. A set of answer keys for the lab assignments. The assignments and answer keys will be available to all instructors who teach Math 10.
3. A complete set of supplemental course notes, to be sold to students at the bookstore. The course notes will also be made available to all instructors who teach Math 10.

Steve Crapo
Kinesiology & Athletics
Saddleback College

Spring Semester 2011

TITLE:

Development and Organization of Running a College Football Program

GOAL(S) AND OBJECTIVES:

My specific goal and objective is to gather as much information possible so I will be prepared to run my own football program in the near future here at Saddleback College. To do this, I will be visiting a number of college football programs with the purpose of gathering the following information:

- A. Program Mission Statement and Philosophy
- B. Recruiting Program
- C. Offensive System and Schemes
- D. Defensive System and Schemes
- E. Special Teams System and Schemes
- F. In- season Strength & Conditioning program
- G. Off-season Strength & Conditioning Program
- H. Technological Development for football

Once all this information is gathered, I will present it to our current coaching staff and

players to enhance and improve our football program. Ultimately, my goal is to gain the knowledge and experience necessary to prepare myself to be the Head Football Coach at Saddleback College if the opportunity arises.

ACTIVITIES:

There will be trips to the following schools:

USC
UCLA
San Diego State
Arizona State
Cal Poly San Luis Obispo
UC San Diego
UNLV
Azusa Pacific
Chapman
Sacramento State
Nevada Reno

At each of these institutions, I will attend player and coaches meetings, attend and observe practice during winter and spring, workouts, watch video of offense, defense, and special teams schemes and drills, update my personal knowledge of current digital and video technology for the use of football, develop new relationships with the coaches of each school I visit to enhance transfer for our student-athletes here at Saddleback College, and compare and contrast the various schemes and philosophies used at the different football programs to determine what would be best suited for our program at Saddleback College.

PRODUCTS:

Updated playbooks for offense, defense and special teams. New recruiting contacts to be utilized on a yearly basis. Clinic our current coaching staff and players on the new material gathered that will improve the overall football program here at Saddleback College.

Ilknur Erbas-White
Math/CIS/Engineering
Irvine Valley College

Spring Semester 2011

TITLE: Development of Graphing and Scientific Calculator Videos for Various Math Classes such as Calculus and Prealgebra.

GOAL(S) and OBJECTIVE(S):

- a. Generate pre-algebra level scientific calculator usage videos that can be used in developmental classes starting at Math 350 going up to level of Math 253 (Total of 8 videos).

- b. Generate first year calculus level graphing calculator videos that can be used in Math 3A and 3B solving application problems in certain areas (Total of 10 videos).

ACTIVITIE(S):

These videos will be shot after a careful review of existing scientific and graphing calculator in the market. This research will include but will not be limited to TI 30 (various models), TI-84, 89 and Nspire

Activities will include developing the videos using Camtasia software by capturing keystrokes using an emulator software. The videos will have both the calculator image and a Powerpoint display in them displaying the specific problems that are being worked on.

The last stage of production will include producing the videos using Camtasia in flash format. Since IVC requires instructional videos to be closed captioned, further activities will include close captioning of these videos by Paul Tang's crew in the IT department before being posted on Blackboard.

PRODUCTS:

- a. 8 videos to be used in developmental level classes
- b. 10 videos to be used in first year calculus classes.

Both types of videos will be uploaded to Blackboard for IVC Math Faculty who want to use these videos in their classes or in the Math Success Center.

Traci Price Fahimi
Political Science/School of Social and Behavioral Sciences
Irvine Valley College

Spring Semester 2011

TITLE: Website Development, Professional Development and Community Partnerships

GOAL(S) and OBJECTIVE(S):

1. Develop Website for the Irvine Valley College Political Science Department.
2. Develop new and updated political science teaching materials
3. Create Program-Level SLO Compilation
4. Create Community Partnerships with Political Science Program

ACTIVITIE(S):

1. Research Website and Create Departmental Website: A survey of existing Political Science Department websites across the state will provide me valuable information about what will and will not be useful in my own department's website. Creating a departmental website will raise the department's profile in the community, provide useful information for students, faculty, staff and community members, and help in fundraising for the Political Science Club/Model United Nations.

2. Research and Compile Program-level SLOs: A survey of existing program-level SLOs can be conducted as an adjunct to the departmental website survey. It will provide the raw material for a compilation of current departmental-level SLOs for use in developing our own.
3. Research and create lectures, PowerPoints and assessments for Political Science 1, 6, and 14: A program of directed reading, and, where possible, conference, seminar and/or lecture attendance, will provide me with updated materials for Political Science 1, 6, and 14. The goal is to provide students with updated materials that are relevant, interesting and that stimulate and guide class discussion and debates. Assessments should be updated to reflect the current state of the field and new materials and research.
4. Identify community partners, cultivate ties, and create presentations: The Political Science Club/Model United Nations needs community partners to reach its full potential as a training ground for students seeking a deeper understanding of international diplomacy. Standardized presentations will enable advisers and student participants to easily promote and provide updates on the Model United Nations program.

PRODUCTS:

1. The political science department will have a comprehensive web site.
2. Political Science 1, 6, and 14 will have updated lectures, PowerPoints and assessments.
3. A compilation of program-level SLOs for Political Science will exist in printed and electronic formats.
4. A list of past and potential community partners, with contact information will be available to Political Science Club/Model United Nations advisers in printed and electronic formats.
5. Two presentations promoting the Political Science Club/Model United Nations program will be available for use by advisers when making appeals for community partnerships.

Linda Gleason
Health Sciences, Human Services & Emeritus Institute
Saddleback College

Spring Semester 2011

TITLE: Analysis of factors affecting retention and success in the Saddleback College Nursing Program

GOALS and OBJECTIVES:

1. Identify the Saddleback College Nursing Program case management strategies for student success.
2. Analyze the data collected during the grant to determine potential interventions to reduce attrition.
3. Design a plan to maintain the achieved student success rates in the Saddleback Nursing program after grant funding ends.

ACTIVITIES: As case manager for the Fostering Student Success grant, I have been involved in the planning and execution of our case management model. As the grant comes to an end in May of 2010, we have a large amount of data that still needs to be fully analyzed in order to determine the main causes of student attrition. Having been intimately involved in the day to day operations of the grant and the 540 students who have been case managed, I am the logical person to complete this in-depth analysis of the data and make recommendations to the faculty and administration regarding strategies that foster student success in our nursing program. The purpose of this project is therefore threefold: First I plan to fully analyze the data that has been collected over the past 5 years to determine major causes of student attrition in the nursing program. Secondly, I plan to analyze the strategies that were most helpful in promoting student success. Finally, based on this analysis, I intend to design a plan for institutionalizing the strategies uncovered in the grant project in order to ensure a seamless approach to providing our students with the continued support required for success in the nursing program.

PRODUCTS:

1. Completed analysis of data from Assessment Associates International
2. Design a plan to implement to continue with student support

Bill Hewitt

Fall Semester 2010

School of Guidance and Counseling/ Supportive Services
Irvine Valley College

TITLE: Implementation of Best Practices for categorically funded programs

GOAL(S) and OBJECTIVE(S):

Goal:

1. To identify, evaluate and implement Best Practice program elements that address cost effectiveness and efficiency in the categorically funded programs of EOPS/CARE, DSPS, CalWORKs and Foster Youth.

Objectives:

1. Identify relevant Best Practices in categorical programs.
2. Select appropriate college site visit locations (min of 5 colleges).
3. Conduct site visits of selected colleges.
4. Formulate and disseminate recommendations.

ACTIVITIES: I will begin my sabbatical by visiting the State Chancellor's office and reviewing their documents regarding Best Practices and Model Programs throughout the state. Based on this information, I will assess which practices would be beneficial in strengthening Irvine Valley College's categorical programs. I will then conduct site visitations to the colleges which best represent similar demographics to IVC and have programs that could be replicated within our college's categorical programs. At the conclusion of the site visits I will formulate recommendations and disseminate my findings to the appropriate audiences throughout the college and community.

PRODUCTS:

1. List of Best Practices within categorical programs provided by the State Chancellor's office.
2. Documentation and procedures for implementation and sustainability.
3. A list of recommended actions that would enhance the delivery of services for students within the Supportive Services program.
4. Recommendations on methods to increase cost-effectiveness during this fiscal crisis.

Roni Lebauer
ESL, Liberal Arts
Saddleback College

Academic Year 2010-2011

TITLE: Applications of Technology to ESL Instruction at Saddleback

GOALS AND OBJECTIVES:

- 1) to educate myself about how current technology (including but not limited to Web and Blackboard and software based resources) can enhance English language learning at Saddleback in classroom, lab, hybrid, and online settings
- 2) to enhance English language learning at Saddleback in classroom, lab, hybrid, and/or online settings through the development of resources and materials using technology
- 3) to help students best take advantage of ESL websites in a lab or home setting (a) through the development of an annotated list of the most useful ESL websites and (b) through the development of course-specific Directed Learning Activity (DLA) files for lab use (tied to course SLOs/learning objectives and content) and
- 4) to diversify Saddleback College's ESL course offerings and outreach through the development of an online or hybrid course proposal with sample materials

ACTIVITIES:

The ESL program at Saddleback College currently uses limited technology in instruction though it does use software in lab settings. Expanding the use of technology in our program can allow us to reach students with different learning styles and preferences, vary our faculty repertoire of teaching tools and styles, assist ESL students on campus who are matriculated into content classes but still have English language needs, help students navigate the plethora of English language learning websites most effectively, and increase lab effectiveness with teacher directed learning activities tied to specific course learning objectives. Finally, an online or hybrid course offering might reach students who would not otherwise have the time to attend on-site courses or who prefer online learning.

Research, communication with colleagues, website exploration, "visiting" colleagues' online classes, conference attendance, and software/Blackboard training will enable me to (1) create on-site class and lab resources and materials that use technology in a pedagogically sound manner, (2) create an annotated list for students and teachers of useful ESL websites, (3) knowledgeably evaluate the potential for online or hybrid ESL classes, and (4) create a hybrid or online ESL course proposal with sample materials.

PRODUCTS:

1. class materials using technology
2. an annotated list of useful ESL websites for use by students (in ESL classes and campus-wide) and teachers
3. Directed Learning Activity (DLA) plans for six ESL multi-skills classes (emphasizing grammar, vocabulary, and listening skills) that will provide weblinks tied to course SLOs/learning objectives and lecture content, usable in labs and at home
4. a hybrid or online ESL course proposal
5. sample materials developed for the above-mentioned course

Diane Pestolesi
Health Science and Human Resources -Nursing
Saddleback College

Fall Semester 2010

TITLE: Plan for Integrated Simulation in Nursing

GOALS AND OBJECTIVES:

1. This project will attempt to refocus simulation from a course by course approach to a programmatic approach in order to address the competency needs of students and to keep the nursing program curriculum current, evidence based and relevant.
2. To produce a comprehensive plan to integrate human patient simulation into the nursing program curriculum, taking into consideration the core competencies of new graduate RN's, evidence based practice and national patient safety goals.
3. To develop a human patient simulation scenario that crosses courses in the nursing program and if possible includes other health science programs and clinical partners and that can be used as a template for future simulations.
4. To develop an evaluation tool that tracks student learning outcomes from human patient simulation within each course and throughout the nursing program.

ACTIVITIES:

Research into the core competencies of new graduate nurses, the national patient safety guidelines and evidenced based practice will be reviewed. Simulation research related to best practice will also be reviewed. The outcomes of this research will be shared with nursing and health science faculty and clinical partners at Hoag Hospital.

With faculty input and after a needs assessment is conducted, recommendations for integration of specific core competencies, national patient safety guidelines and evidence based practice into the nursing curriculum will be made. A sample simulation scenario primarily focused on the Advanced Nursing students that includes the above criteria will be developed, piloted, evaluated and used as a template for future simulation development. Ultimately, in collaboration with the Dean of Health Sciences and Human Services, the Director of the Nursing program, the skills lab faculty and the Simulation Technician a plan for integrated simulation in the nursing program will be developed.

PRODUCTS:

1. Core competencies (as recently identified by professional nursing organizations) will be integrated into the nursing curriculum
2. National Patient Safety Guidelines integrated into nursing program curriculum.
3. Evidenced based practice guidelines integrated into nursing program curriculum.
4. The development of a human patient simulation for advanced nursing that integrates Core Competencies, NPSG and evidence based practice and that includes other nursing courses or health science programs and clinical partners.
5. An evaluation tool that tracks student learning outcomes from human patient simulation across the nursing program curriculum.
6. A schedule for implementation of the human patient simulation that meets the identified criteria.

Vito-Leonardo Scarola
Fine Arts
Saddleback College

Fall Semester 2010

TITLE:

The integration and implementation of technology in teaching Fine Arts

GOALS and OBJECTIVES:

To explore innovative teaching methods using technology in preparing art students wishing to enter the field of the Entertainment and Media Arts.

1. To define and determine effective courses necessary in developing a Certificate program with an emphasis in Game Arts and Animation.
2. To define and determine viable courses needed to develop an AA Curriculum in Entertainment Arts that will allow students to transfer to a 4 year college so as to be able to continue with advanced studies in any of the following majors: Animation, Game Arts, Web Design, Electronic Graphic Design, and Illustration.

ACTIVITIES:

A careful analysis of the current needs and trends in the entertainment industry will be the initial steps necessary in preparing and predetermining the emphasis, direction and further development of an emphasis in Media Arts. More importantly, a thorough review of similar programs of study that are currently in effect at other colleges and universities will be explored in order to determine an effective curriculum.

The following activities will be undertaken:

1. The initial research conducted in preparation for this proposal will include identifying and contacting qualified professionals currently working in the entertainment and animation industry.
2. Visiting film, animation, and gaming studios in order to get an up-to-date understanding of the industry's needs as well as the current and future trends.
3. A careful review of similar programs currently in effect at local Community colleges in the Orange County and LA area.

4. Interviews with program directors, faculty, and staff of the local Community Colleges offering similar programs.
5. A careful analysis of those four-year college programs leading to the entertainment arts degrees. The review will include all of the Universities of California and California State colleges as well as all of the independent four year colleges of Art and Design across the country with similar programs of study.
6. Interviews will be conducted with directors and faculty of some of the most prominent four year colleges and Art schools offering these programs.

PRODUCT:

The outcome of this project will be formulate the necessary components for the development and final implementation of a sound, innovative, and viable Entertainment and Media Arts curriculum that is progressive and up to date that hopefully will stand the test of time.

Kathleen Smith
Liberal Arts/Learning Resources
Saddleback College

Fall Semester 2010

TITLE: Use of You Tube and Short Videos for ESL Instruction

GOALS AND OBJECTIVES:

To learn how instructors at other colleges have made use of You Tube in their classrooms and how it can be exploited for classroom use

To create 10 – 15 modules for classroom use based on selected You Tube materials and/or short TV videos

To compile a resource document with ideas and information for those who want to develop their own You Tube or short video materials

ACTIVITIES:

By net-working, brainstorming, compiling information and attending the panel discussion on You Tube scheduled for the spring 2010 CATESOL conference, I will learn about various innovative ways to use You Tube in the classroom. I will use the information gained to preview You Tube videos and/or short TV videos and select 10 -15 that are pedagogically appropriate and support specific aspects of the ESL curriculum. I will then create teaching modules to be used with the selected videos. Finally, I will compile a resource guide for other teachers who would like to create similar materials.

The advent of You Tube in conjunction with our “smart classrooms” which are equipped with computers and projectors has provided an exciting opportunity to enhance classroom instruction. Access to You Tube and short videos is now easily and quickly available to instructors. These resources are immediate and dramatic and they also have the potential to address multiple skills in language learning and various learning styles. They give the teacher the ability to provide cultural context and schema, which ESL students are often lacking. By developing these modules, I hope to exploit some of the potential that exists for these resources.

PRODUCTS:

1. 10-15 teaching modules to be used with selected You Tube or other short videos
2. A guide for ESL teachers who want to develop their own materials

Susan L. Stern, Ph.D.
Humanities and Languages Division
English as a Second Language (ESL) Program
Irvine Valley College

Fall Semester 2010

TITLE: Integrating Plays and Poetry into the English as a Second Language Program

GOALS and OBJECTIVE(S):

The goal of this sabbatical project is to enhance and enrich the ESL program at Irvine Valley College by creating a resource that will enable faculty members to integrate full-length American plays and poetry into advanced-level ESL classes. Specifically, Professor Stern will create three self-contained multi-media literature modules. Two will be developed around a complete and unabridged classic play (one comedy, one drama); the third will encompass a selection of American poems. All will include detailed units of study consisting of reading, writing, listening, and speaking activities, and incorporate a variety of engaging dramatic activities. Viewing of the film version of the plays will be fully integrated with classroom study of the works. The goal of these modules is to further develop the students' language skills, their critical thinking skills, and their understanding of American culture. In so doing, the project will help to prepare advanced-level ESL students for English Department writing and literature classes as well as other mainstream courses.

ACTIVITIES:

Professor Stern will develop and assemble one module for the play *Raisin in the Sun*, by Lorraine Hansberry, to focus on introducing the elements of drama and further developing all the language skills (for ESL 390, Language Through Literature). She will also develop a module for the play *Barefoot in the Park*, by Neil Simon, to focus on listening and speaking skills (for ESL 382, Advanced Conversation). The third module will consist of a selection of *poems* (to be determined) by American poets such as Frost, Hughes, Dickinson, Poe, and Angelou (for ESL 380 & 81, Academic Writing I & II). For each module she will develop pre-reading questions, descriptions of cultural context of work, author biographies, comprehension questions and discussion topics. She will also create a range of challenging writing activities (analytical and creative), and a variety of engaging dramatic activities (role-play, dramatizations, improvisations). Filmed versions of the plays will be secured for classroom and library use, and detailed guidelines will be developed for showing the films in class.

PRODUCT(S):

The three modules will be available to all ESL faculty as a resource notebook, as a hard-copy master set of materials and CDs that may be duplicated, and electronically by e-mail.

Robert D. Stewart, Ph.D.
Business Science
Irvine Valley College

Fall Semester 2010

TITLE: Preliminary Development of a Gaming Certificate Program

GOALS AND OBJECTIVES:

1. To prepare a preliminary narrative and justification for a Certificate (Major) in Gaming.
2. To investigate other Gaming programs in the state, in two year as well as 4 year institutions as well as those that may exist in other states.
3. To determine what courses that are in our existing multimedia and animation programs that would be appropriate to this new certificate.
4. To identify, design and prepare in Curricunet the new courses that would be needed to flesh out a robust Gaming curriculum.

ACTIVITIES:

1. A preliminary Gaming Certificate narrative will be prepared after reviewing and documenting the need for such a program in Orange County. BESAC claims in an April 2009 paper that:

- Sixty-five percent of American households play computer or video games.
- Entertainment software is one of the fastest growing industries in the U.S. economy. The industry is creating jobs and producing revenue for communities across the nation.
- Currently, computer and video game companies directly and indirectly employ more than 80,000 people in 31 states. By 2009, it is projected that the industry will support over a quarter of a million American jobs.
- California is the largest employer of computer and video game personnel in the nation, accounting for approximately 40 percent of total industry employment nationwide.

2. Colleges will be visited to investigate similar programs that already exist to evaluate their success.

3. An analysis will be made as to what courses are currently available within our curriculum and an outline will be made of additional courses that would be necessary to complete the certificate offering.

PRODUCTS:

1. A narrative will be prepared as to the feasibility of offering a Gaming Certificate.
2. The Narrative will be presented to the Business Science faculty at the monthly meeting in May.
3. Working with David Gatewood I will help develop a state approved certificate program.

Martha Stuffer
Economics Department
Social and Behavioral Sciences
Irvine Valley College

Spring Semester 2011

TITLE: Creation of Lab Learning Modules for Statistics for Business and Economics Courses

GOALS AND OBJECTIVES:

1. Create 14 Lab Learning Modules (LLMs) for Statistics for Business and Economics courses, Econ 10/Mgt 10, to allow students to fulfill the student learning outcomes (SLOs) and to satisfy the 1.5 hour weekly lab component of the course in the online modality.
2. Revise Econ10/Mgt 10 curriculum to offer Statistics for Business and Economics, Econ10/Mgt10, as an online course within the IVC Distance Education program.

ACTIVITIES:

Create 14 Lab Learning Modules (LLMs) for Statistics for Business and Economics courses, Econ 10/Mgt 10, using Excel with MegaStat Add-In software. These LLMs may be used in conjunction with any statistics textbook. Each LLM will include student learning outcomes (SLOs), instructional content, data bases and/or web-based resource links, example and practice applications, and exercises for evaluation and assessment. Revise Econ10/Mgt 10 curriculum to offer the course as an online course within the IVC Distance Education program. Upload LLMs to my website at <http://faculty.ivc.edu/mstuffer> for access by Econ10/Mgt 10 online students and Economics Faculty. Broaden the Economics program by providing economics and business students with another online course choice to meet their diverse needs and schedules. Increase the number of students that complete the Economics Associate of Arts degree by offering Econ10/Mgt 10, a required course for the Economics major, in two instructional modalities—on-campus face-to-face instruction and as an online distance education course.

PRODUCTS:

Fourteen Lab Learning Modules for Statistics for Business and Economics, Econ10/Mgt 10 courses.

Revised curriculum for Econ10/Mgt 10.

Link on <http://faculty.ivc.edu/mstuffer> for student and faculty access of the Lab Learning Modules.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: CCCT Board of Directors Nomination
ACTION: Approval

BACKGROUND

The California Community College Trustees (CCCT) was conceived with the idea that all community college trustees in California, joined together in one organization, could successfully work to preserve and improve California's quality, community-based, locally-governed colleges. The CCCT Board of Directors consists of twenty-one members, including a non-voting Student Trustee Director, and meets five times a year.

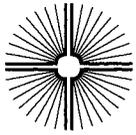
STATUS

From January 1 through February 15, 2010, nominations for membership on the CCCT Board of Directors will be accepted in the League office. Nominations are to be made by each District Board of Trustees who are members of CCCT, and each District may nominate only members of its board. Each nominee must have consented to be nominated, and only one Trustee per District may serve on the Board. During the election period between March 10 and April 25, each member District will have one vote for each of the seven vacancies on the CCCT board who will serve three-year terms. The newly elected members of the Board will assume their responsibilities at the conclusion of the annual conference on May 2, 2010.

RECOMMENDATION

It is recommended that the Board of Trustees determine if they wish to make any nominations for membership on the CCCT Board of Directors, and, if so, approve the nominations(s) for transmittal to the CCCT office.

Item Submitted By: *Dr. Raghu P. Mathur, Chancellor*



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

Date: December 8, 2009
To: California Community College Trustees
California Community College Chancellors/Superintendents
From: Scott Lay
Subject: CCCT Board Election - 2010

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by a member district board of trustees; and each district may nominate only members of its board.

Each nominee must be a local community college district trustee, other than the student trustee, and must have consented to be nominated. Only one trustee per district may serve on the board.

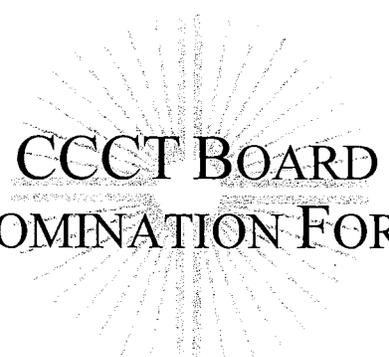
An official Biographical Sketch Form and Statement of Candidacy **must** accompany the Nominating Ballot mailed to the League office, and please use only these forms. Nomination materials should be sent by certified mail – return receipt requested. Faxed materials will **not** be accepted due to the quality of transmission.

The election of members of the CCCT board will take place between March 10 and April 25. Each member district board of trustees will have one vote for each vacancy on the CCCT board. Seven persons will be elected to the board this year. Five incumbents (elected and appointed) are eligible to run for re-election. In accordance with the CCCT Board Governing Policies, as adopted by the board at its June 2008 meeting, “CCCT Board members shall be elected by the institutional member governing boards for alternate three-year terms. No CCCT Board member shall serve more than three (3) terms consecutively.”

Election results will be announced at the CCCT annual conference. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference, May 2, 2010.

If you have any questions about the CCCT board election process, please call the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents)
Official Nominating Form
Official Biographical Sketch Form
Official Statement of Candidacy
CCCT Board Terms of Office (adopted by the board, November 2008)
CCCT Board Roster



CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2010**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the _____ Community
College District nominates _____ to be a
candidate for the CCCT Board.

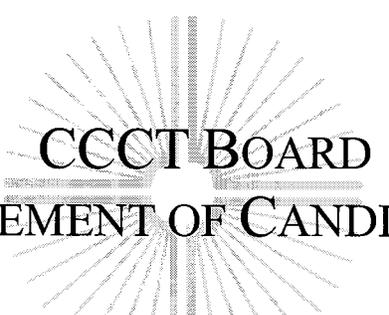
This nominee is a member of the _____ Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

OTHER



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2010** along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: _____ DATE: _____

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

<u>Election</u>	<u>Group</u>	<u>Seat</u>	<u>First Elected/Appointed</u>	<u>Next Election</u>	<u>Terms Left for Incumbent</u>
2010	I.	Bader	2006	2010	2
	I.	Barreras	2006	2010	2
	I.	*Beck	2001	2010	0
	I.	*Grier	2001	2010	0
	I.	Howald	2004	2010	1
	I.	Jaffe	2009	2010	2
	I.	Singer	2004	2010	1
2011	II.	*Albiani	2000	2011	0
	II.	Figueroa	2007	2011	2
	II.	McMillin	2008	2011	2
	II.	Meng	2004	2011	1
	II.	*Mercer	2002	2011	0
	II.	Ortell	2004	2011	1
	II.	*Villegas	2000	2011	0
2012	III.	Chaniot	2009	2012	2
	III.	Jones	2008	2012	1
	III.	*Mann	2005	2012	0
	III.	Ontiveros	2008	2012	1
	III.	Otto	2009	2012	2
	III.	Stampolis	2009	2012	2
	III.	Zableckis	2009	2012	2

* Board member is unable to seek reelection due to three-term limit.

**CALIFORNIA COMMUNITY COLLEGE TRUSTEES
2009-10 BOARD ROSTER**

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TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4000.1-Nondiscrimination and Equal Opportunity, BP-3340-Cellular Telephone/Smartphone Allowance, BP-5210-Enrollment Priorities, BP-5230-Athletics

ACTION: Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Four board policies are presented to the board for "Approval." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council, which was established by Chancellor Mathur, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Cabinet on November 5, 2009 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the November 17, 2009 board meeting and on December 7, 2009 for discussion/approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for approval of the Board Policies, as shown in EXHIBITS A through D.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

4000.1
PERSONNEL

NONDISCRIMINATION AND EQUAL OPPORTUNITY

~~The District is committed to equal opportunity in educational programs, employment, and access to all institutional programs and activities~~

~~No person shall be subjected to discrimination or harassment in any program or activity conducted by the District on the basis of sex (gender), race, color, ethnic group identification, national origin, ancestry, religion, mental or physical disability, medical condition, marital status or sexual orientation or because he or she is perceived as having one or more of the above characteristics.~~

~~The Chancellor shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have those complaints processed and determined in accordance with the regulations established by the Board of Governors, and those of other agencies that administer state and federal laws regarding nondiscrimination (Title 5, Calif. Code of Regulations, Section 59300 et. seq.).~~

~~No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed or associated with it, to any private organization whose membership practices are discriminatory on the basis of sex (gender), race, color, ethnic group identification, national origin, ancestry, religion, mental or physical disability, medical condition, marital status, or sexual orientation.~~

DELETE

~~(SEE 4000.5)~~

Adopted: 1-20-04
Revised: 10-26-07
Revised: 10-26-09

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3340
BUSINESS

CELLULAR TELEPHONE / ~~PERSONAL DIGITAL ASSISTANT USAGE~~ SMARTPHONE ALLOWANCE

The Chancellor or designee shall establish an Administrative Regulation relating to an allowance for the use of a cellular telephone/~~personal digital assistant (PDA)~~ smartphone allowance in conjunction with District business.

I. BOARD OF TRUSTEES

The SOCCCD Board of Trustees may be reimbursed for their District business use of a cellular telephone. Requests for reimbursement shall be submitted to the Chancellor. The reimbursement shall not exceed \$65 per month.

II. EMPLOYEES OF THE DISTRICT

The Chancellor/College Presidents/Provost may designate employees to receive a monthly allowance for the use of a cellular telephone or ~~personal digital assistant~~ smartphone. The allowance shall not exceed \$65 per month for a cellular telephone or \$130 per month for a ~~personal data device~~ smartphone. Employees experiencing high usage may request a high usage allowance upon proper documentation as required in AR 3340.

Motor vehicle drivers may not use wireless or cellular telephones while operating their vehicles without a hands-free listening device and shall comply with all requirements of California law regarding the use of wireless or cellular telephones in vehicles.

References:

Vehicle Code Sections 12810.3, 23123, and 23124;

Adopted: 10-26-04
Revised: 7-19-05
Revised: 10-27-08
Revised: 6-22-09

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5210
STUDENTS

ENROLLMENT PRIORITIES

The Chancellor or his/her designee shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

Reference:

Title 5, Sections 51006, 58106, 58108

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5230
STUDENTS

ATHLETICS

The District may maintain organized athletic programs for men and women in intercollegiate athletics. The programs shall not discriminate on the basis of gender in the availability of athletic opportunities.

Chancellor or designee shall assure that the athletic program complies with state law, the California Community Colleges Commission on Athletics Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

Reference:

Title IX, Education Amendments of 1972;

Education Code Sections 78223, 66271.6, 66271.8, 67360 et. seq.

TO: Board of Trustees

FROM: Dr. Raghu P. Mathur, Chancellor

RE: SOCCCD: Board Policy Revision: BP-5420: Nursing Program, BP-5510: Student Accident Insurance, BP-5515: Transfer Center, BP-5640: Service Animals, BP-5301: Course Repetition, BP-154: Conflict of Interest

ACTION: Acceptance for Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and be in compliance with current laws and regulations.

STATUS

Six board policies are presented to the board for "Review and Study." The new language and amendments to the board policies were reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council, which was established by Chancellor Mathur, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Cabinet on January 14, 2009 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Board Policies, as shown in EXHIBITS A through F.

BOARD POLICY

5420

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

NURSING PROGRAM

The District shall consider all of the following when screening nursing students:

- Academic degrees or diplomas, or relevant certificates, held by the applicant;
- Grade point average in relevant coursework;
- Life experiences or special circumstances of an applicant; and
- Proficiency or advanced level coursework in languages other than English.

The Nursing Program will admit qualified F-1 (student) visa applicants only after all fully qualified U.S. Citizen applicants have been placed. If the number of qualified U.S. citizen applicants exceeds the number of spaces available in the program for any academic term, no F-1 visa applicants will be admitted during that term.

Nursing students who have earned a baccalaureate or higher degree from a regionally accredited institution of higher learning are not required to complete any general education requirements. Instead, these students only need to complete the coursework necessary for licensing as a registered nurse.

Nursing students are subject to all policies, regulations, and guidelines outlined in the Associate Degree Nursing (ADN) Student Handbook published by the Saddleback College Nursing Department.

References:

Education Code Sections 66055.8, 66055.9, 70101, 70106, 70120, 70124, 70125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3, and 92645; Title 5 Sections 55060, et seq.; Health and Safety Code Section 128050.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5510
STUDENTS

STUDENT ACCIDENT INSURANCE

The Chancellor shall ensure that students are covered by accident insurance in those instances required by law or contract.

Reference:

Education Code Section 72506

BOARD POLICY

5515

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

TRANSFER CENTER

The South Orange County Community College District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.

Each College President in consultation with the College Vice President for Student Services shall assure that a transfer center plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students, and complies with laws and regulations.

Reference:

Title 5, Section 51027;

Education Code Section 66720-66744

BOARD POLICY

5640

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

SERVICE ANIMALS

It is the policy of the South Orange County Community College District to permit qualified individuals with disabilities to use service animals in campus facilities and on campuses. The purpose of this policy is to ensure that qualified individuals with disabilities can participate in and benefit from District services, programs and activities, and to ensure that the District does not discriminate on the basis of disability. This policy is established pursuant to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Unruh Civil Rights Act of the California Civil Code.

BOARD POLICY
SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

5301
STUDENTS

COURSE REPETITION

I. COURSE REPETITION FOR COURSES WITH A PASSING GRADE

As stated in Title 5, California Code of Regulations, Section 55761, no student may repeat a credit course for credit nor may state apportionment be claimed if the student has previously completed the course with a grade of A, B, C or CR except:

1. Where there has been a significant lapse of time (not less than three years) since the student previously took the course. A single repeat is the maximum allowed under this provision; or
2. Where the course is approved by the Board of Trustees as a repeatable course. Three repeats is the maximum allowable under this provision.

A course may be designated as repeatable only if:

- a. The course is approved specifically as a repeatable course by the Board of Trustees;
- b. The course content differs each time the course is offered as demonstrated through course syllabi;
- c. The course is so designed that students repeating the course will enhance their skills or proficiencies through supervised repetition and practice within class periods; or
- d. The mastery of course content is by design likely to require the repetition of the course by a substantial proportion of those who are expected to enroll.

Students seeking to enroll in a repeatable course under these provisions may not concurrently enroll in the same repeatable course.

An exception to the above stated conditions may be considered only through the formal appeal process.

A repeatable course shall be so designated in the catalog and shall contain as part of the course description notation of the maximum number of times the course may be taken for credit.

II. COURSE REPETITION FOR COURSES WITH A SUBSTANDARD GRADE

A student may repeat courses for which substandard work has been recorded in accordance with the policies described below. For purposes of course repetition, the term “substandard” shall be defined as meaning course work for which the grading symbols “D”, “F” and/or “NC” have been recorded (Title 5, California Code of Regulations, Section 55040).

1. Previous grades and credits for each repetition are to be disregarded in the computation of grade point averages (Title 5, California Code of Regulations, Section 55040).
2. When course repetition occurs, the permanent academic record shall be annotated in such a manner that only the most recent grade and credit earned will be used to calculate the student’s grade point average. All work shall remain legible, ensuring a true and complete academic history (Title 5, California Code of Regulations, Section 55040).
3. Repetition may be permitted for courses deemed equivalent within the South Orange County Community College District and for which substandard academic performance has been recorded as defined in this section (Title 5, California Code of Regulations, Section 55040). Equivalency will be established by a college-determined process.
4. Students will automatically be allowed to repeat a course taken with a substandard grade only twice. A student may be allowed to repeat the course a third time only through a formal appeal process, which verifies that there are extenuating circumstances which justify the additional repetition. Extenuating circumstances are verified cases of accidents, illness or other circumstances beyond the control of the student.. Each subsequent grade shall be recorded consistent with the provisions of Title 5, California Code of Regulations, Section 55040, as described above.
5. Prior course repetition actions by other accredited colleges and universities may be honored in determining transfer of a student’s credits (Title 5, California Code of Regulations, Section 55762(g)).

III. APPORTIONMENT FOR COURSE REPETITION

The conditions under which state apportionment may be claimed for course repetition are contained in Title 5, Section 58161, which states:

1. Except as specifically authorized by statute or by this section, no state apportionment shall be allowed for the attendance of a student in a course in which the student has previously received a grade from the District
2. State apportionment may be claimed for the attendance of a student in a course in which the student has received a grade only if:

Adopted: 10-09-85
Revised: 5-15-89
Revised: 4-26-99

Revised: 5-22-06
Revised: 4-28-08

- a. The student is repeating the course to alleviate substandard work that has been recorded on the student's record. The term "substandard" shall be defined as course work for which the grading symbol "D", "F", or "N/C" has been recorded; or
- b. The District finds that the student's previous grade is, at least in part, the result of extenuating circumstances. Extenuating circumstances are verified cases of accidents, illness, or other circumstances beyond the control of the student; or
- c. The District has determined that a student should repeat a course because there has been a significant lapse of time since the student previously took the course

The attendance of students repeating a course as authorized by this subsection may be claimed only once for state apportionment.

3. State apportionment for repetition of courses not expressly authorized by this section may be claimed upon approval of the Chancellor in accordance with the following procedure:
 - a. The District must identify the courses which are to be repeatable, and designate such courses in the college catalogs;
 - b. The District must determine and certify that each identified course is one in which the course content differs each time it is offered, and that the student who repeats it is gaining an expanded educational experience for one of the two following reasons:
 - Skills or proficiencies are enhanced by supervised repetition and practice within class periods; or
 - Active participatory experience in individual study or group assignments is the basic means by which learning objectives are obtained
 - c. The District must develop and implement a mechanism for the proper monitoring of such repetition

The attendance of students repeating a course pursuant to this subsection, when approved by the Chancellor, may be claimed for state apportionment for not more than three semesters.

Reference:

Title 5, Section 55040, 55041, 55042, 55044, 55253, 56029, 58161

Education Code Section 76224

Adopted: 10-09-85
Revised: 5-15-89
Revised: 4-26-99

Revised: 5-22-06
Revised: 4-28-08

BOARD POLICY

154

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

CONFLICT OF INTEREST

Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as board members.

A board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract.

A board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the district.

In compliance with law and regulation, the Chancellor shall establish administrative procedures to provide for disclosure of assets or income of board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Pursuant to The Political Reform Act (Government Code Sections 81000-91014) and the Conflict of Interest Code, Board members shall file statements of economic interest (Form 700) with the filing officer identified by the administrative procedures.

Reference:

Government Code Sections 1090, et seq.; 1126; 87200, et seq.;
Title 2, Sections 18730 et seq.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ITEM: 6.8
DATE: 01/25/10**

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibit A are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. BAILLY, JENNIFER, ID #11695, is to be employed as Economics Instructor, Pos #4207, temporary, one semester, for Spring 2010, School of Social and Behavioral Sciences, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class II, Step 11. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- b. ERNOTTE, BENEDICTE, ID #15981, is to be employed as French Instructor, Pos #4212, temporary, one semester, for Spring 2010, School of Humanities and Languages, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class IV, Step 11. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- c. HARLOW, MEGAN, ID #17030, is to be employed as Geography Instructor, Pos #4205, temporary, one semester, for Spring 2010, School of Social and Behavioral Sciences, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class III, Step 6. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- d. HILL, SEAN, ID #11423, is to be employed as History Instructor, Pos # 4208, temporary, one semester, for Spring 2010, School of Humanities and Languages, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class V, Step 7. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- e. JOHNSTON, SACHI, ID #14374, is to be employed as Japanese Instructor, Pos #4211, temporary, one semester, for Spring 2010, School of Humanities and Languages, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class II, Step 11. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- f. LOEFFLER, CHRISTINE, ID #6145, is to be employed as Anthropology Instructor, Pos #4210, temporary, one semester, for Spring 2010, School of Social and Behavioral Sciences, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class II, Step 11. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- g. MONGE, MICHAEL, ID #11597, is to be employed as Philosophy Instructor, Pos #4206, temporary, one semester, for Spring 2010, School of Humanities and Languages, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class IV, Step 8. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.

A. NEW PERSONNEL APPOINTMENTS - Continued

1. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- h. PEARLSTEIN, BARRY, ID #4885, is to be employed as Mathematics Instructor, Pos #4214, temporary, one semester, for Spring 2010, School of Mathematics, Computer Sciences and Engineering, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class II, Step 11. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- i. VARGAS, BENJAMIN, ID #16952, is to be employed as Mathematics Instructor, Pos #4213, temporary, one semester, for Spring 2010, School of Mathematics, Computer Sciences and Engineering, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class V, Step 6. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.
- j. WILSON, JEFFREY, ID #16415, is to be employed as English as Second Language Instructor, Pos #4209, temporary, one semester, for Spring 2010, School of Humanities and Languages, Irvine Valley College, effective January 5, 2010 through May 21, 2010. Approximate Salary Placement: Class III, Step 6. This is a temporary position for one semester only, pursuant to Board Policy 4011.1.

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Cohen, Laura	MA/Biology	Envir. Studies/SC	II/6	01/11/10
Confortini, Catia	Ph.D./Int'l Relations	Political Sci./IVC	V/6	01/11/10
Devaney, Brian	MA/Education	Education/SC	II/6	01/11/10
Faulkner, Jill	Ph.D./Neurobiology	Biology/SC	V/6	01/11/10
Homma, Mary	MA/Human Dev.	Child Dev./SC	II/6	01/11/10
Jones, Andrew	MS/Library Science	Library/IVC	II/6	01/11/10
Kaminsky, Rebecca	MA/English	Writing/IVC	II/6	01/11/10
McFall, Patricia	MA/TESOL	English/SC	II/6	01/11/10
O'Neil, Kimberley	MFA/English	English/IVC	II/6	01/11/10
Parsell, Jill	MS/Biology	Biological Sci/SC	II/6	01/11/10
Pryor, Cathleen	MBA/Marketing	Real Estate/SC	II/6	01/11/10
Razban, Erin	MA/Geography	Geography/IVC	II/6	01/11/10
¹ Sinegal, Anasa	MA/Mass Commun.	Journalism/IVC	II/6	01/11/10
Williams, Patrick	MA/Psychology	Psychology/IVC	II/6	01/11/10

¹ Daughter of Jayne Sinegal, Office of Library Services, Librarian, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Chianese, Naomi	BA/Sociology	Sociology/SC	I/6	01/11/10

Equivalency is based on a Bachelor of Arts degree in Sociology from California State University, San Marcos, and coursework completed toward a Masters of Arts degree in Sociology from California State University, Fullerton (anticipates degree granted on January 5, 2010). Ms. Chianese's experience as a Research Analyst in the Orange County Probation Department has given her first-hand knowledge of the criminal justice system and the practice of social research. She also possesses three semesters of college level student teaching experience in traditional, hybrid, and online formats.

De Long, Tracy	BA/Psychology	Nursing/SC	I/6	01/11/10
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Equivalency is based on the California Board of Registered Nursing regulatory code 1425(d) which states, "An assistant instructor shall meet the following minimum qualifications: (1) A Baccalaureate Degree from an accredited college which shall include courses in nursing, or in the natural or behavioral or social science relevant to nursing practice." Ms. De Long currently holds a Baccalaureate of Arts in Psychology from California State University, Long Beach and has performed direct patient care in an acute care setting within the past five years. This qualifies her to be a clinical assistant instructor.

² Dickinson, Gregory	BS/Microbiology	Astronomy Lab/SC	I/6	01/11/10
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Equivalency is based on a Bachelor of Science degree in Microbiology from the University of California, Irvine (UCI), and coursework in Physics at both UCI and Saddleback College. Mr. Dickinson has been a Senior Lab Technician for Astronomy at Saddleback College for the past two years. Prior to his employment at Saddleback College, Mr. Dickinson served in the United States Navy for six years, during which time he assisted in Engineering Department trainings. He is also a member of Orange County Astronomers. Mr. Dickinson's extensive experience with telescope navigation, Astronomy laboratory experiments, and the principals of Observational Astronomy qualify him to teach the laboratory portion of ASTR 25, Observational Astronomy.

² Currently employed as a Senior Lab Technician for Astronomy at Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued**2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)**

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Evans, William	MA/Special Education	Child Dev./SC	II/6	01/11/10

Equivalency is based on a Master of Arts degree and teaching credential in Special Education from California State University, Dominguez Hills, and undergraduate coursework from California State University, Long Beach. As part of this coursework, Mr. Evans has taken classes in child development, both in typically developing and special needs children. For the past 13 years he has taught children with special needs in the Long Beach Unified School District. His expertise and experience in the assessment of special needs and the implementation of Individual Education Plans (IEPs), as well as in coursework design at the preschool level, make him uniquely qualified to teach in the field of Child Development and Educational Studies.

Johnson, Douglas	BA/Accounting	Accounting/IVC	I/6	01/11/10
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Equivalency is based on a Bachelor of Arts degree in Accounting from California State University, Fullerton, and coursework completed toward a Master of Business Administration degree from California State University, Dominguez Hills. Mr. Johnson has over six years of experience as a professional in accounting, taxation, and the sale of financial instruments. For the past two years he has successfully taught Accounting in the Coastline Community College District. He created an online Forensic Accounting course at Golden West College that has been incorporated into the college's Criminal Justice program. Mr. Johnson has served as a Senior Accountant, Federal Tax Analyst, and Public Accountant throughout his professional career.

Kearney, John	M.Div./Theology	Human Services/SC	II/6	01/11/10
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Equivalency is based on a Master of Divinity degree from De Andreis Institute of Theology in Lemont, Illinois, a Bachelor of Arts degree in Philosophy from St. Mary's Seminary College in Perryville, Missouri, and extensive experience in the Human Services field. Mr. Kearney has successfully taught Human Services classes for over ten years at Cypress College and at Loyola Marymount University in Los Angeles. He is President of the California Association of Alcohol & Drug Educators (CAADE), which accredits the Addiction Studies program at Saddleback College and at colleges and universities throughout the state. Mr. Kearney is also a Commissioner for the Los Angeles County Commission on Alcoholism and the Narcotics and Dangerous Drugs Commission.

Kroona, Reynold	BS/Multimedia/Web Des	Communication Arts/SC	I/6	01/11/10
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Equivalency is based on a Bachelor of Science degree in Multimedia and Web Design from the Art Institute of California, Orange County, and extensive experience in the field. Mr. Kroona has worked as a DVD and Blu-ray Interface Designer and Video Editor for over five years. His education and professional experience in website design, editing, special effects, and the merging of video and internet medias will be an asset to the Communication Arts Department at Saddleback College, where he will be teaching Digital Special Effects.

A. NEW PERSONNEL APPOINTMENTS - Continued

2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Stone, LeeAnn	Ed.D/Educational Tech	Education/SC	V/6	01/11/10

Equivalency is based upon a Doctorate of Education degree in Educational Technology from Pepperdine University, Malibu, California, a Master of Arts degree in Art History from University of California, Los Angeles, and Bachelor of Arts degrees in Art History and Spanish Linguistics from University of California, Irvine. Dr. Stone previously taught Educational Technology part time for Pepperdine University and currently is a World Language Specialist for Centage Learning (formerly Houghton Mifflin).

Tsuboi, Yukiko	MA/Linguistics	Japanese/IVC	II/6	01/11/10
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Equivalency is based upon a Master of Arts degree in International Relations and a Bachelor's degree in International Languages and Cultures from University of Shizuoka, Shizuoka, Japan, and a Master's degree in Linguistics from University of Southern California, Los Angeles. Ms. Tsuboi is in the process of completing her doctoral dissertation in Linguistics from University of Southern California, Los Angeles. Ms. Tsuboi has taught beginning and intermediate Japanese part time at Santa Monica City College for the past three years and has taught Japanese part time to undergraduate students at University of Southern California, Los Angeles, for the past five years.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Alford, Jo Ann	Secretary, Academic Senate/SC	\$ 2,582.00	01/11/10-05/20/10
Cosgrove, Robert	Co-Chair, Accreditation Comm/SC	3,442.00	01/11/10-05/20/10
Smith, Christina	Co-Chair, Child Dev/Ed. Studies/SC	1,376.80	01/11/10-05/20/10

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2009/2010 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Dates</u>
Alessi, Anna	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Aminy, Marina	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Bromberger, Kristine	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Callum, Oceana	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Chatham, Lynne	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Cosgrove, Robert	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Fisher, Katherine	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Frazier, Vanessa	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10

B. ADDITIONAL COMPENSATION: GENERAL FUND

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated at their respective hourly rate for Non-Instructional Assignments/Projects (3-for-1) for 2009/2010 fiscal year.

<u>Name</u>	<u>Assignment/Project</u>	<u>Effective Dates</u>
Gilman, Bruce	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Jerome, Amanda	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Lagatta, Jill	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Morris Freshwater, Linda	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Pryor, Joshua	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Stachenfeld, Marilyn	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Stevenson, William	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Tash, Sharon	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Volmer, Kimberly	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Ziehm, Carol	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Zimmerman, Ray	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10
Wood, Josh	Reading of Challenge/ESL Essays/SC	01/14/10-05/21/10

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Ali, Jawad	BSI Workshop/English/IVC	\$ 150.00	08/24/09-12/20/09
Bromberger, Kristine	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Brown, Amanda	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Castillo, Larisa	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Culhane, James	BSI Workshop/English/IVC	250.00	08/24/09-12/20/09
Dubey, Jaya	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Durazo, Catalina	Co-Coord. BSI ESL Prog/SC	250.00	01/11/10-05/20/10
Erickson, Alisia	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Gorrie, Kirk	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Goulding, Carrie	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Grimm, Amy	Dev. CTE Prog./Perkins/IVC	1,250.00	01/05/10-05/21/10
Guy, Georgina	Coord. CalWks/TANF/SC	4,083.00	01/05/10-05/20/10
Hagan, Michael	Advisor, ASG/SC	8,000.00	01/11/10-05/21/10
Hare, Matthew	Perform Music/Foundation/SC	200.00	10/24/09-10/24/09
Heinze, Celeste	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Holley, Lauren	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Jerome, Amanda	BSI Workshop/ESL/SC	100.00	08/24/09-12/20/09
Langrell, Jenny	BSI Coordinator/Expert/SC	1,147.00	01/11/10-05/20/10
Lavigne-Barlow, Diane	BSI Workshop/ESL/SC	100.00	08/24/09-12/20/09
Lutz, Sunita	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Martinez-Plambeck, C.	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Nester, Roberta	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Roley, William	Environment Sustain. Prog./IVC	1,250.00	01/04/10-02/28/10
Sleep, Katherine	BSI Workshop/ESL/SC	250.00	01/11/10-05/20/10
Tamialis, Barbara	Proj. Director/CTE/SC	2,800.00	05/26/09-08/14/09

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2009/2010 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Tanriverdi, Fawn	Coord. CalWks/TANF/IVC	1,721.00	01/11/10-05/21/10
Trapedo, Shaina	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Vogel, Sarah	BSI Workshop/English/IVC	75.00	08/24/09-12/20/09
Weaver, Christopher	BSI Workshop/English/IVC	150.00	08/24/09-12/20/09
Weiss, Elizabeth	Prepare material/TTP/IVC	9,500.00	01/04/10-05/21/10

2. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2010/2011 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount</u>	<u>Effective Date</u>
Durazo, Catalina	Co-Coordinate BSI ESL Prog/SC	250.00	05/24/10-08/13/10
Sleep, Katherine	BSI Workshop/ESL/SC	250.00	05/24/10-08/13/10

D. WORKLOAD BANKING

1. ROLLINS, REBECCA, ID #1083, Music Instructor, Pos #1669, Division of Fine Arts and Media Technology, Saddleback College, is requesting a leave of absence for the Spring, 2010 Semester, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2007-2010, in compliance with the Workload Banking Program.

E. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. PARSONS, ROBERT, ID #1257, Physics Instructor, Pos #1029, Division of Mathematics, Sciences and Engineering, Saddleback College, has requested to participate in a reduction in teaching contract to 73.3% workload beginning the academic year 2010-11 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2007-2010, effective date to participate in the CalSTRS Reduced Workload Program is August 1, 2010.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. WHITT, THERESA, ID #1049, Nursing Instructor, Pos #1724, Academic Faculty Salary Column V, Step 30, Division of Health Sciences and Human Services, Saddleback College, revision of resignation to be effective January 6, 2010 and retirement to be effective January 7, 2010. Payment is authorized for any compensated time off. (Start date: September 20, 1976)

G. REQUEST TO RESCIND WORKLOAD BANKING LEAVE

1. COSGROVE, ROBERT, ID #1057, English Composition Instructor, Pos #1516, Division of Liberal Arts and Learning Resources, Saddleback College, is requesting to rescind request for a leave of absence for the Spring, 2010 Semester, in accordance with Article XXVIII, Academic Employee Master Agreement 2007-2010, in compliance with the Workload Banking Program. This leave was approved by the Board of Trustees on November 17, 2009.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ITEM: 6.9
DATE: 01/25/10**

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Classified Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. AGUILAR, RIGOBERTO is to be employed as Custodian, Pos #4042, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, 40 hours per week, plus 7.5 % shift differential, 12 months per year, effective December 7, 2009. This position was approved by the Board of Trustees on January 20, 2009.
- b. BARBOSA, MARIO is to be employed as Groundskeeper, Pos #4148, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Range 118, Step 1, 16 hours per week, 12 months per year, effective November 23, 2009. This position was approved by the Board of Trustees on December 5, 2008.
- c. BONKOWSKI, PAUL is to be employed as Building Maintenance Worker, Pos #3343, Facilities Maintenance, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 124, Step 1, 40 hours per week, 12 months per year, effective December 3, 2009. This is a replacement position for David Burkholder, who retired.
- d. BRISTOL, CRISTI is to be employed as Program Senior Laboratory Technician (Simulation), a categorical funded position, Pos #4040, Division of Health Sciences and Human Services, Saddleback College, Classified Bargaining Unit Salary Range 130, Step 1, 40 hours per week, 12 months per year, effective January 4, 2010. This position was approved by the Board of Trustees on May 26, 2009. Employment is contingent upon the availability of the Enrollment grow 08-10 grant funding.
- e. CHU, FANNIE is to be employed as Child Development Specialist, Pos #3285, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Range 122, Step 1, 27.5 hours per week, 12 months per year, effective December 1, 2009. This is a replacement position for Susan Bender.
- f. CONNOLLY, MONIKA is to be employed as International Student Program Specialist, Pos #3535, International Students, Office of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit, Range 129, Step 1, 40 hours per week, 12 months per year, effective December 7, 2009. This is a replacement position for Norma Yanni, who resigned.
- g. DADOR RIVERA, INIGO is to be employed as Student Development Office Assistant, a categorical funded position, Pos #4101, Student Affairs, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Range 121, Step 1, 29 hours per week, 12 months per year, effective December 16, 2009. This is a replacement position for Kristin Emmett, who resigned. Employment is contingent upon the availability of funding provided by Associated Student Government.

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - h. DAI, FARIBA is to be employed as Admissions and Records Specialist I, Pos #2617, Office of Admissions, Records and Enrollment Services, Saddleback College, Classified Bargaining Unit Salary Range 116, Step 1, 25 hours per week, 12 months per year, effective January 15, 2010. This is a replacement position for Alicia Olvera, who received a change in status.
 - i. ¹ESPARZA, JOAQUIN is to be employed as Custodian, Pos #1392, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, 40 hours per week, plus 7.5 % shift differential, 12 months per year, effective December 1, 2009. This is a replacement position for Alex Isai, who received a change in status.
 - j. KIRSTEN, DONA is to be employed as Office Assistant, Pos #3205, Division of Mathematics, Science and Engineering, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, 29 hours per week, 12 months per year, effective January 19, 2010. This is a replacement position for Patricia O'Connor, who retired.
 - k. ²LOONEY, CAMERON is to be employed as Custodian, Pos #4164, Facilities Custodial, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Range 113, Step 1, 16 hours per week, 12 months per year, effective January 16, 2010. The position was approved by the Board of Trustees on December 5, 2008.
 - l. QUATCH, DEWEY is to be employed as Webmaster, Pos #4118, College Public Information, Office of the President, Irvine Valley College, Classified Bargaining Unit Salary Range 144, Step 1, effective November 30, 2009. This is a replacement position for John Gotthard, who resigned.
 - m. SZEKELY, STEFAN is to be employed as Custodian, Pos #4041, Facilities Custodial, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Range 113, Step 1, 40 hours per week, 12 months per year, effective December 7, 2009. This position was approved by the Board of Trustees on January 20, 2009.
 - n. TAYLOR, PATRIC is to be employed as Theatre Production Manager, Pos #4141, School of Fine Arts, Irvine Valley College, Classified Bargaining Unit Salary Range 132, Step 1, 40 hours per week, 12 months per year, effective January 4, 2010. This position was approved by the Board of Trustees on March 24, 2009, as a replacement position for Director of Production Management, Karl Stenske.

¹ Domicile friend of Laura Toscano, Senior Matriculation Specialist, Div. of Counseling Svcs. & Special Prog., Saddleback College.

² Son of Michael Looney, Police Officer, Office of Safety and Security, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range/Step</u>	<u>Start Date</u>
³ Araiza, J. Estanislao	Custodian/IVC	113/1	11/02/2009
Bharucha, Nigar	Accounting Assistant/IVC	118/1	11/01/2009
Carr, Megan	Counseling Office Assistant/SC	115/1	01/01/2010
Gibbs, Shannon	Campus Police Office Assistant/IVC	115/1	12/11/2009
Granados Gomez, R.	Lead Groundskeeper/SC	124/1	12/15/2009
Hobbs, Aida	Executive Assistant /SC	133/1	12/21/2009
McGinley, Andrea	Financial Aid Specialist/SC	125/1	01/01/2010
Palmer, James	Campus Police Office Assistant/IVC	115/1	12/08/2009
Vargas Resendiz, Luis	Warehouse Worker/Dist.	120/1	11/12/2009
Wingerd, Craig	HVAC Technician/SC	128/1	12/22/2009

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
⁴ Araiza, J, Arturo	Clerk, Short-Term/SC	\$ 10.50	01/01/10-06/30/10
Belardes, Yvonne	Clerk, Short-Term/SC	10.50	01/01/10-06/30/10
Belot, Nicole	Clerk, Short-Term/SC	13.00	11/06/09-06/30/10
Bones, Gerald	Project Specialist/SC	10.50	01/01/10-06/30/10
Callian, Ted	ST Campus Sec. Off./IVC	18.00	12/01/09-06/30/10
Carr, Megan	Project Specialist/SC	16.00	12/14/09-12/22/09
Davis, Edwin	Coaching Aide/SC	15.00	11/19/09-06/30/10
Freis, Jessica	TMD Aide/IVC	10.00	12/07/09-06/30/10
Gray, Chelsey	Project Specialist/SC	18.00	12/02/09-06/30/10
Hoormazdi M., Mojgan	Clerk, Short-Term/IVC	10.50	12/01/09-06/30/10
Ibarra, Marleth	Project Specialist/SC	13.00	01/01/10-06/30/10
Jaramillo, Linda	Clerk, Short-Term/SC	10.50	01/01/10-06/30/10
Johnson, Nicole	Project Specialist/SC	20.00	12/18/09-06/30/10
Keane, Margaret	Clerk - Short Term/SC	10.00	01/01/10-06/30/10
Kelly, Sean	TMD Aide/IVC	10.00	12/11/09-06/30/10
Keyton, Kimberly	Project Specialist/IVC	12.00	01/01/10-06/30/10
Khachikyan, Garegin	Project Specialist/IVC	14.00	01/01/10-06/30/10
Khademi Sharifabad, F.	Clerk - Short Term/IVC	8.50	01/01/10-06/30/10
Kirsten, Dona	Clerk, Short-Term/SC	8.50	01/01/10-06/30/10
Knopick, Eric	Adapted Kinesiology Aide/SC	8.50	01/01/10-06/30/10
Koch, Ryan	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Kohbodi, Golenaz	Clerk - Short Term/IVC	11.00	01/01/10-06/30/10

³ Husband of Elva Araiza, Sr. Admissions & Records Spec., Bilingual, Adm., Records & Enrollment Svc., Saddleback College.

⁴ Son of Elva Araiza, Sr. Admissions & Records Spec., Bilingual, Adm., Records & Enrollment Svc., Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Kohlhas, Paul	Project Specialist/IVC	14.00	01/01/10-06/30/10
Kokesch, Aaron	TMD Aide/IVC	20.00	01/01/10-06/30/10
Konopasky, Peter	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Kovalchuk, Ekaterina	Project Specialist/SC	10.50	01/01/10-06/30/10
Kristjanson, Johann	DSPS Proctor/SC	16.00	01/01/10-06/30/10
Kwok, Anne	Matriculation Proctor/SC	13.00	01/01/10-06/30/10
Kwon, Susan	Project Specialist/SC	8.50	01/01/10-06/30/10
Langdon, Chloe	Outreach Aide/SC	12.50	01/01/10-06/30/10
Laudadio, Eileen	Project Specialist/SC	20.00	01/01/10-06/30/10
Lawrence, Rachel	Project Specialist/SC	10.50	01/01/10-06/30/10
Le, Janine	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Lebrija, Javier	Coaching Aide/SC	15.00	01/01/10-06/30/10
Leigh, Alexander	TMD Aide/SC	20.00	01/01/10-06/30/10
LeMire, Natalie	Clerk - Short Term/IVC	11.00	01/01/10-06/30/10
Leong, Tanya	TMD Aide/SC	9.50	01/01/10-06/30/10
Liedholm, Christopher	TMD Aide/SC	8.50	01/01/10-06/30/10
Lin, Joseph	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Lindahl, Glenda	Project Specialist/SC	16.00	01/01/10-06/30/10
Ling, Jyueguang	Clerk - Short Term/SC	10.50	01/01/10-06/30/10
⁵ Lipold, Anthony	Outreach Aide/SC	12.50	01/01/10-06/30/10
Long, Jeffrey	Matriculation Proctor/SC	16.00	01/01/10-06/30/10
Lopez, Shawnee	Project Specialist/SC	10.50	01/01/10-06/30/10
Lucarelli, Jeffrey	Clerk - Short Term/IVC	8.50	01/01/10-06/30/10
Lucas, Richard	TMD Aide/IVC	12.50	01/01/10-06/30/10
Luecke, Kristen	TMD Aide/IVC	12.00	12/18/09-06/30/10
Lye, Lain	Project Specialist/IVC	13.00	01/01/10-06/30/10
Lynn, Aaron	Clerk, Short-Term/IVC	8.50	12/10/09-06/30/10
Macasaet, Katrine	Child Dev. Center Aide/SC	12.00	12/22/09-06/30/10
Maddox, Kelsey	Project Specialist/IVC	14.00	11/02/09-06/30/10
Mahjoob, Shaden	Project Specialist/IVC	9.50	01/01/10-06/30/10
⁶ Mahoney, Christina	Project Specialist/SC	20.00	01/01/10-06/30/10
Margel, Scott	Project Specialist/SC	13.00	10/14/09-06/30/10
Marotta, Rina	Project Specialist/SC	20.00	11/11/09-06/30/10
Marquez, Melissa	TMD Aide/SC	9.00	01/01/10-06/30/10
Marsden, Pamela	TMD Aide/SC	10.50	01/01/10-06/30/10
Marshall, Kathryn	Project Specialist/SC	12.50	11/03/09-06/30/10
Martin, Mary	Clerk - Short Term/SC	13.00	01/01/10-06/30/10
⁷ Mastrangelo, Dennis	Outreach Aide/SC	10.50	07/01/09-12/31/09
Matthews, Brenda	Clerk - Short Term/IVC	9.50	01/01/10-06/30/10

⁵ Son of Anthony Lipold, Dean, Kinesiology, Physical Education and Athletics, Saddleback College.

⁶ Daughter of Mary Boland, Community and Contract Education, Office of Community Education, Saddleback College.

⁷ Son of Janice Mastrangelo, Applications Specialist I, Innovative Technology Center, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Mayville, Joseph	Adapted Kinesiology Aide/SC	8.50	01/01/10-06/30/10
McCullough, Roselle	TPP Aide/SC	10.00	12/10/09-06/30/10
McGinley, Andrea	Project Specialist/SC	15.50	01/01/10-06/30/10
McGinley, Shaun	Coaching Aide/SC	15.00	10/28/09-06/30/10
Mehrabian, Shakeh	Project Specialist/IVC	18.00	01/01/10-06/30/10
Michaels, Mary	TMD Aide/IVC	10.50	01/01/10-06/30/10
Milberg, Michael	Project Specialist/SC	10.50	01/01/10-06/30/10
Miller, Matthew	Project Specialist/SC	15.50	01/01/10-06/30/10
Mitchell, Joann	Clerk - Short Term/SC	10.50	01/01/10-06/30/10
Mitchell, Robert	Coaching Aide/SC	15.00	01/01/10-06/30/10
Mochalova, Margarita	Project Specialist/SC	10.50	01/01/10-06/30/10
Moradi, Poya	TMD Aide/IVC	9.50	01/01/10-06/30/10
Morales, Jamee	Coaching Aide/SC	15.00	01/01/10-06/30/10
Morgan, Shelly	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
⁸ Muchirahondo, T.	Clerk - Short Term/SC	10.00	01/01/10-06/30/10
Mullen, Patricia	Clerk - Short Term/SC	13.00	01/01/10-06/30/10
Mulvehill, Kathleen	Project Specialist/IVC	12.50	01/01/10-06/30/10
⁹ Muniz, Travis	TMD Aide/IVC	20.00	10/01/09-06/30/10
Murtaugh, David	Coaching Aide/SC	15.00	01/01/10-06/30/10
Myers, Ashley	TMD Aide/SC	10.50	01/01/10-06/30/10
Newberry, Daniel	Coaching Aide/SC	15.00	01/01/10-06/30/10
Nguyen, Dianne	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Nocella, Kirsten	Project Specialist/IVC	9.50	01/01/10-06/30/10
Noonen, Ethlean	TMD Aide/SC	11.50	01/01/10-06/30/10
Novack, Mary	Clerk - Short Term/SC	10.50	01/01/10-06/30/10
Nunez, Trent	Project Specialist/SC	10.50	01/01/10-06/30/10
Ochiai, Alan	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Olvera, Amanda	Clerk - Short Term/SC	10.50	01/01/10-06/30/10
Ortiz, Maria	Child Dev. Center Aide/SC	12.00	12/18/09-06/30/10
Osuna, Candis	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Palma Serrano, Nayeli	Adapted Kinesiology Aide/SC	10.50	01/01/10-06/30/10
Palmer, Brent	Project Specialist/SC	11.50	10/27/09-06/30/10
Pankiewicz, Scott	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Paquette, Yvette	Project Specialist/Dist.	20.00	01/01/10-06/30/10
¹⁰ Parra, Jacqueline	Project Specialist/SC	12.50	01/01/10-06/30/10
¹¹ Patterson, June	Project Specialist/SC	16.00	01/01/10-06/30/10
Patterson, Pamela	Adapted Kinesiology Aide/SC	20.00	01/01/10-06/30/10

⁸ Son of Doris Muchirahondo, Senior Admissions & Records Specialist, Office of Admissions, Records & Enrollment Svc., Saddleback College.

⁹ Son of Harry Snowden, Ticket Office Operations Manager and Mary Snowden, Theatre Aide, Division of Fine Arts, Saddleback College.

¹⁰ Daughter of Lori Parra, Ext'd Opportunity Program Specialist, Bilingual, Adm., Rec./Enrollment Svc., Saddleback College.

¹¹ Mother of Dana Manley, Multi Media Technician, Media Service, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Pearce, Robert	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Pena, Adam	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
¹² Perrone, Nickolas	Project Specialist/SC	16.00	12/11/09-06/30/10
Peterson, Lilia	Project Specialist/SC	20.00	01/01/10-06/30/10
Pham, Jenny	Coaching Aide/SC	15.00	01/01/10-06/30/10
Phan, James	Project Specialist/IVC	9.50	01/01/10-06/30/10
Phuntsog, Thupten	Clerk, Short-Term/SC	10.00	11/20/09-06/30/10
Powers, Daniel	DSPS Proctor/SC	16.00	01/01/10-06/30/10
Prescott, George	Project Specialist/SC	12.50	11/19/09-06/30/10
Price, Kay	TMD Aide/SC	10.50	01/01/10-06/30/10
Prince, Pamela	Project Specialist/ATEP	18.00	01/01/10-06/30/10
Purkey, Lynne	Clerk - Short Term/IVC	11.00	01/01/10-06/30/10
Rawlins, Antonietta	Project Specialist/SC	8.50	01/01/10-06/30/10
Reiser, Alan	TMD Aide/SC	8.50	01/01/10-06/30/10
Rendon Thomas, Gloria	Project Specialist/SC	8.50	01/01/10-06/30/10
¹³ Renfro, Erik	Project Specialist (IT)/IVC	25.00	11/01/09-06/30/10
Richardson, Kayla	TMD Aide/SC	9.50	01/01/10-06/30/10
Richards, Ryan	Coaching Aide/SC	15.00	10/26/09-06/30/10
Rigney, Soleil	Adapted Kinesiology Aide/IVC	10.50	01/01/10-06/30/10
Ringor, Justin	Project Specialist/SC	18.00	01/01/10-06/30/10
Rizzo, Frank	Coaching Aide/SC	15.00	01/01/10-06/30/10
Roach, Dana	Coaching Aide/SC	15.00	01/01/10-06/30/10
Robinson, Linessa	Outreach Aide/SC	12.50	01/01/10-06/30/10
Rodriguez, Ryan	TMD Aide/SC	8.50	01/01/10-06/30/10
Roseth, Thomas	Adapted Kinesiology Aide/IVC	10.50	01/01/10-06/30/10
Sadeghieh, Iden	Project Specialist (IT)/Dist.	20.00	01/01/10-06/30/10
Salarfar, Maryam	Clerk - Short Term/IVC	11.00	01/01/10-06/30/10
Salimi, Mina	Clerk - Short Term/IVC	9.50	01/01/10-06/30/10
Sandler, Shani	Clerk, Short-Term/IVC	8.50	12/11/09-06/30/10
Schuldt, Tyler	Project Specialist/SC	15.00	01/01/10-06/30/10
Scott, Jared	TMD Aide/SC	20.00	01/01/10-06/30/10
¹⁴ Searcy, Arronlea	Project Specialist/SC	18.00	01/01/10-06/30/10
Sebold, Margaret	Clerk - Short Term/SC	13.00	01/01/10-06/30/10
¹⁵ Sendaba, Mekiel	Project Specialist (IT)/Dist.	12.00	01/01/10-06/30/10
¹⁵ Sendaba, Sheleme	Project Specialist/SC	12.50	01/01/10-06/30/10
Severin, Joel	Project Specialist/ATEP	10.50	01/01/10-06/30/10
Shahid, Tayyaba	Project Specialist/IVC	8.50	01/01/10-06/30/10
Shalhub, Sonia	Clerk - Short Term/SC	13.00	01/01/10-06/30/10

¹² Husband of Kristin Perrone, Associate Faculty, Counseling Svc. & Special Programs, Saddleback College.

¹³ Son of Hedy Renfro, Senior Administrative Assistant, School of Guidance and Counseling Services, Irvine Valley College.

¹⁴ Cousin of Dr. Tod Burnett, President, Saddleback College.

¹⁵ Sons of Barbara Sendaba, Executive Assistant, Office of Vice President of Student Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Sheek, Cynthia	Project Specialist (IT)/IVC	25.00	11/16/09-06/30/10
Shull, Rachel	TMD Aide/SC	8.50	01/01/10-06/30/10
Shvetsky, Natalya	Project Specialist/IVC	13.00	01/01/10-06/30/10
Sims, Jesse	Coaching Aide/SC	15.00	01/01/10-06/30/10
Slack, Lise	TMD Aide/IVC	20.00	01/01/10-06/30/10
Slater, Jackie	Coaching Aide/SC	15.00	01/01/10-06/30/10
Smith, Linda	Clerk - Short Term/SC	11.50	01/01/10-06/30/10
Smith, Shannon	Project Specialist/SC	10.50	01/01/10-06/30/10
¹⁶ Snowden, Marybeth	TMD Aide/SC	13.00	01/01/10-06/30/10
Snyder, Timothy	TPP Aide/SC	10.00	12/11/09-06/30/10
Soifua, Monalito	Coaching Aide/SC	15.00	01/01/10-06/30/10
Soyangco, Raissa	TMD Aide/IVC	8.50	01/01/10-06/30/10
¹⁷ Spielman, Daniel	Project Specialist/SC	16.00	01/01/10-06/30/10
¹⁸ Steinriede, Lindsay	Coaching Aide/SC	15.00	01/01/10-06/30/10
¹⁸ Steinriede, William	Coaching Aide/SC	15.00	01/01/10-06/30/10
Stift, Randy	Project Specialist/SC	20.00	01/01/10-06/30/10
Stocking, Shane	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
Stratton, Carmen	Coaching Aide/SC	15.00	01/01/10-06/30/10
Strazzulla, Linda	Coaching Aide/SC	15.00	01/01/10-06/30/10
Taylor, Delainey	Project Specialist/SC	11.50	10/28/09-06/30/10
Taylor Huddleston, S.	Project Specialist/SC	12.50	01/01/10-06/30/10
Tenchka, Kathleen	Project Specialist/IVC	15.00	01/01/10-06/30/10
Terbeek, Ehren	ST Campus Security Off./SC	18.00	01/01/10-06/30/10
Tesch, Gregory	Project Specialist (IT)/Dist.	50.00	01/01/10-06/30/10
Thom, Bethany	Coaching Aide/SC	15.00	01/01/10-06/30/10
Thongsuk, Soh	Project Specialist/SC	10.50	01/01/10-06/30/10
Tomlinson, Warren	DSPS Proctor/SC	16.00	01/01/10-06/30/10
Turnquist, Barbara	Clerk - Short Term/SC	13.00	01/01/10-06/30/10
¹⁹ Uhlman, Jennifer	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10
¹⁹ Uhlman, John	ST Campus Security Off./SC	18.00	01/01/10-06/30/10
Usui, Lindsay	TPP Aide/SC	10.00	12/17/09-06/30/10
Valencia, Danielle	Project Specialist/SC	16.00	01/01/10-06/30/10
Vandever, Nicole	TMD Aide/SC	9.50	01/01/10-06/30/10
Vann, Amber	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Vargas, Angel	Project Specialist/SC	9.50	01/01/10-06/30/10

¹⁶ Wife of Harry Snowden, Ticket Office Operations Manager and mother of Travis Muniz, Theatre Aide, Division of Fine Arts, Saddleback College.

¹⁷ Nephew of Lise Telson, Vice President of Student Services, Saddleback College.

¹⁸ Related, both father and daughter are Coaching Aides, Kinesiology, Physical Education and Athletics, Saddleback College.

¹⁹ Daughter of John Uhlman, Short Term Campus Security Officer, Saddleback College and Father of Jennifer Uhlman, TPP Aide, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2009/2010** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Start/End Date</u>
Varvas, Jason	TMD Aide/SC	8.50	11/17/09-06/30/10
Vasquez, Fernando	TMD Aide/SC	18.00	01/01/10-06/30/10
Venditti, Jeanne	Project Specialist/IVC	20.00	01/01/10-06/30/10
Vexler, Melissa	TMD Aide/IVC	8.50	01/01/10-06/30/10
Walker, Shauntel	Project Specialist/IVC	8.50	01/01/10-06/30/10
Wallace, Kyle	Outreach Aide/SC	10.50	01/01/10-06/30/10
Ward, Kerisa	TPP Aide/SC	10.00	12/10/09-06/30/10
Webster, Perry	Outreach Aide/SC	12.50	01/01/10-06/30/10
Wells, Douglas	Adapted Kinesiology Aide/SC	10.50	01/01/10-06/30/10
Wilford, Scott	Coaching Aide/SC	15.00	01/01/10-06/30/10
Wilkins, Kelly	Coaching Aide/SC	15.00	01/01/10-06/30/10
Wilson, Robyn	Project Specialist/SC	15.00	01/01/10-06/30/10
Winfrey, Sarah	TMD Aide/SC	8.50	01/01/10-06/30/10
²⁰ Winn, Mallorie	Clerk - Short Term/SC	10.00	01/01/10-06/30/10
Yamaguchi, Troy	Coaching Aide/SC	15.00	01/01/10-06/30/10
Yannarella, Leiane	Project Specialist/SC	15.50	01/01/10-06/30/10
Yasukochi, Donal	Coaching Aide/SC	15.00	01/01/10-06/30/10
Yi, Ki	Coaching Aide/IVC	15.00	01/01/10-06/30/10
Yu, Lydia	Clerk - Short Term/IVC	8.50	01/01/10-06/30/10
Yunes, Omar	Adapted Kinesiology Aide/SC	20.00	01/01/10-06/30/10
Zeisler, Megan	Teacher Prep. Program/SC	10.00	01/01/10-06/30/10

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2009/2010** academic year.

<u>Name</u>	<u>Start/End Date</u>
Cooms, Erin	12/17/09-06/30/10
Katigbak, Nikolas	12/11/09-06/30/10
Pang, Jennifer	12/18/09-06/30/10
Perez, Denise	12/15/09-06/30/10
Taylor, Brittany	12/10/09-06/30/10

²⁰ Daughter of Fentriss Winn, Associate Faculty, Div. of P.E., Kinesiology and Athletics, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

5. The following individuals are to be employed on a temporary basis, as **Professional Expert (Community and Contract Education)**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2009/2010** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed</u>	<u>Start/End Date</u>
Dera, Noelle	Comm. Ed./SC	2500.00/cs	12/08/09-06/30/10
Kim, Gwansoo	Tutor/IVC	10.00/hr	12/04/09-06/30/10
Kwan, Siu	Tutor/IVC	10.00/hr	12/04/09-06/30/10
Michele, Mikki	Comm. Ed./IVC	2500.00/cs	12/18/09-06/30/10
Mirghasemi, Seyedeh.	Tutor/IVC	10.00/hr	11/22/09-06/30/10
Pang, Jennifer	Tutor/IVC	12.00/hr	12/18/09-06/30/10
Semer, Lynn	Comm. Ed./IVC	2500.00/cs	12/18/09-06/30/10
Smith, James	CACT Educator/ATEP	68.889/hr	11/25/09-06/30/10
Volken, Matther	CACT Educator/ATEP	68.889/hr	12/18/09-06/30/10

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. ADMISSIONS AND RECORDS SPECIALIST I, Pos #2736, Classified Bargaining Unit Salary Range 116, Office of Admissions, Records and Enrollment Services, Irvine Valley College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021, effective January 26, 2010 through May 21, 2010. (Position approved: September 30, 2002)
2. ADMINISTRATIVE ASSISTANT, Pos #3511, Classified Bargaining Unit Salary Range 121, Honors Program, Office of Instruction, Irvine Valley College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective February 1, 2010. (Position approved: February 27, 2006)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. ADMISSIONS AND RECORDS SPECIALIST II, Classified Bargaining Unit Salary Range 120, Office of Admissions, Records and Enrollment Services, Irvine Valley College seeks authorization to establish a full-time, 40 hours per week, temporary position to its staff complement, pursuant to a reorganization as defined in Title V Education Regulation, Section (c), Recruitment 53021 effective January 26, 2010 through May 21, 2010.
2. ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Range 121, Honors Program, Office of Instruction, Irvine Valley College seeks authorization to establish and announce a part-time, 29 hours per week, 12 months per year position to its staff complement, effective February 1, 2010.

D. CHANGE OF STATUS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)
 - a. BARBOSA, MARIO, Groundskeeper, Pos #4148, Classified Bargaining Unit Salary Range 118, Step 1, 16 hours per week, 12 months per year, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, has been given a temporary increase in hours to 40 hour per week, effective November 23, 2009.
 - b. BRONSON, KAREN, ID #2553, Accounting Systems Specialist, Pos #4167, Classified Bargaining Unit Salary Range 135, Step 6, 40 hours per week, 12 months per year, Office of College Fiscal Services, Saddleback College, has been given a permanent change in assignment to Accounting and Budget Manager, Pos #3054, Classified Management Salary Range 6, Step 6, 40 hours per week, 12 months per year, Fiscal Services, Office of Business and Administrative Services, District, effective January 1, 2010. This is a replacement position for Edmund Richards, who resigned.
 - c. PIFER, DON, ID #2237, Custodian, Pos #1404, Classified Bargaining Unit Salary Range 113, Step 3, 40 hours per week, 12 months per year, plus 7.5 % shift differential, Facilities Custodial, Office of Physical Plant, Saddleback College, has been given a permanent change in assignment to Lead Custodian, Pos #3379, Classified Bargaining Unit Salary Range 119, Step 1, plus 7.5% shift differential, Facilities Custodial, Office of Physical Plant, Saddleback College, effective January 1, 2010. This is a replacement position for Roberto Araujo, who received a change in status.
 - d. SMITH, BENJAMIN, ID #13530, Building Maintenance Worker, Pos #3625, Classified Bargaining Unit Salary Range 124, Step 5, plus 5% shift differential, 40 hours per week, 12 months per year, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, has been given a change in shift to days with no shift differential, 40 hours per week, 12 months per year, effective December 8, 2009, in accordance with Article 7.9 of the CSEA contract.

E. OUT OF CLASS ASSIGNMENTS

1. ABBOTT, EMERSON, ID #2249, Building Maintenance Worker, Pos #3343, a temporary reassignment, Classified Bargaining Unit Salary Range 124, Step 5, 40 hours per week, Office of Physical Plant, Saddleback College, temporary assignment ended on December 2, 2009, and returned to permanent assignment as Groundskeeper, Pos #2793, Classified Bargaining Unit Salary Range 118, Step 6, Facilities Maintenance, Office of Physical Plant, Saddleback College, effective December 3, 2009.
2. FAIN, TRICIA, ID #14834, Senior Administrative Assistant, Pos #3541, Classified Bargaining Unit Salary Range 127, Step 4, 40 hours per week, 12 months per year, Office of the President, Saddleback College, has been given a temporary change in assignment to Executive Assistant, Pos #4218, Classified Management Salary Range 4, Step 1, 40 hours per week, Office of the President, Saddleback College, effective December 10, 2009 through to end on December 22, 2009. This is a temporary reassignment for Sophie Miller, who was on leave.

E. OUT OF CLASS ASSIGNMENTS - Continued

3. NGUYEN, VINCE, ID #8500, Admissions and Records Specialist I, Pos #2736, Classified Bargaining Unit Salary Range 116, Step 6, 40 hours per week, 12 months per year, Office of Admissions, Records and Enrollment Services, Irvine Valley College, is to be given a temporary change in assignment to Admissions and Records Specialist II, Classified Bargaining Unit Salary Range 120, Step 5, 40 hours per week, Office of Admissions, Records and Enrollment Services, Irvine Valley College, effective January 26, 2010 through to end on May 21, 2010. This temporary assignment is contingent upon approval by the Board of Trustees of items B1 and C1 of this agenda.
4. WEIDENKOPF, SASHIKO, ID #14987, Accounting Assistant, Pos #3751, Classified Bargaining Unit Salary Range 118, Step 3, 40 hours per week, 12 months per year, Office of College Fiscal Services, Saddleback College, is to be given a temporary change in assignment to Accounting Systems Specialist, Pos #3918, Classified Bargaining Unit Salary Range 135, Step 1, 40 hours per week, Office of College Fiscal Services, Saddleback College, effective January 6, 2010. This is a temporary replacement for Karen Bronson, who received a change in status.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. FITZ, RODNEY, ID #2037, Lead Building Maintenance Worker, Pos #2615, Classified Bargaining Unit Salary Range 130, Step 6, Facilities Maintenance, Office of Physical Plant, Saddleback College, resignation effective March 10, 2010, retirement effective March 11, 2010. Payment is authorized for any compensated time off. (Start date: January 13, 1987)
2. LAW, MARY, ID #17224, College Public Information Officer, Pos #4048, Classified Bargaining Unit Salary Range 133, Step 1, Office of College Publications, Saddleback College, conclusion of probationary employment effective December 31, 2009. (Probationary Start date: November 2, 2009)

G. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2009/2010 academic year.

Counseling Services and Special Services, Saddleback College
Sadat, Shabnam

Fine Arts and Media Technology, Saddleback College
Gallitto, Jenna Gallitto, Susan ²¹Kudell, Brent
Mason, Glenda Mason, Tarah

Humanities and Languages, Irvine Valley College
Mills, Alexandra

Learning Assistance Program, Irvine Valley College
Yi, Sally

²¹ Son of Eric Kudell, Network Systems Technician II, Technology Services, Irvine Valley College.

G. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2009/2010 academic year.

Library Services, Irvine Valley College

Cho, Grace

Padilla, Feliz

Yogaratnam, Mimi

School of Physical Sciences and Technology, Irvine Valley College

Lye, Lain

Shim, Sunwoo

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.10
DATE: 01/25/10

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Claim Against the District: Ryan Patrick Ponce
ACTION: Approval

BACKGROUND

Mr. Ryan Patrick Ponce is claiming damages as a result of being struck by an automobile driven by another party in an accident at Saddleback College.

STATUS

On November 13, 2009, Ryan Patrick Ponce and the Law Offices of Joseph Galosic filed a claim against South Orange County Community College District for damages.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees reject the claim of Ryan Patrick Ponce dated November 13, 2009 and refer it to the District's insurance administrator for processing.

Item Submitted By: *Dr. David Bugay, Vice Chancellor of Human Resources*

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Saddleback College: Speakers
ACTION: Information

BACKGROUND

Outside speakers may be invited by administrators, faculty members, or recognized student groups to speak at events open to the public.

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at any college and/or ATEP since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

Item Submitted By: *Dr. Tod A. Burnett, President*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
12/3/09		Claire Cesareo-Silva	Anthropology and CCC Speaker Series	Dr. Jeffery Mio	Identity Development and My Journey in Multicultural Psychology
1/8/10	Child Dev. Center			Betsy Haas	Accreditation/Team Building
1/15/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Donald P. Wagner	Legal Issue in Higher Education
1/16/10	SSC 212		Dr. Martin Luther King Jr. Celebration	Dr. Richard Rose, Roy Whitaker, Sheikh Yassir Fazaga, Dr. Mike Hagan, Canon Peter D. Haynes, Shabbir Mansuri, Stephanie M. Campbell, Sande Hart, Kay Lindahl, Stephen Longfellow Fiske	Exploring Social Action through Religious Diversity
2/5/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Helen Domon	The Book: From the Bible to the 21 st Century
2/8/10	McKinney Theater			David Hope	Rachel's Challenge: A Story of Courage and Hope

2/19/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Vincent Olivieri	Using your Ears to Think
2/26/10	SSC 212	Karla Westphal	Debate between the Freethinkers Club and Campus Crusade for Christ	Sean McDowell, Dr. Jim Corbett	Is God the most reasonable justification of moral values?
2/26/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Priya Ranjan,	Global Poverty & Child Labor
3/5/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Ian Harris	Practical Computer Security
3/11/10	Vil. 15-4	Nicole Loftus	Soc. 10 – Intro. to Marriage and the Family Speaker will share her knowledge with class and answer student questions.	Peggy Busto	Marriage, Communication, and Relationships
3/12/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Hannah K. Harrington	What's New in the Dead Sea Scrolls?
3/26/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Don Schoendorfer	Free Wheel Chair Mission
4/2/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Lisa A. Hall MacLeod	The American Experience

Exhibit A

4/9/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Michael Golden	Intro to World Music
4/16/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	John Kuri	Motion Pictures: From Pitch to Pop corn – How the Magic Happens
4/23/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Gate Christoffersen	U.S. Chinese Relations
4/30/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Prof. Peggy Maradudin	Russia Today – The History Behind the News
5/7/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Dr. Dana Aswad	Nature versus Nature
5/14/10	Laguna Woods Village, Clubhouse #3		Distinguished Emeritus Guest Lecture Series	Prof. Shamim Choudhury	A World without Nuclear Weapons

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

EXHIBIT A shows actual Basic Aid receipts since the District became a Basic Aid District in 1999/2000, as well as the projects that the Board of Trustees has approved for funding with Basic Aid Funds. As of 12/07/09 Total Basic Aid Estimated Receipts of \$350.0M less Total Approved Projects in the amount of \$334.8M leaves a \$15.2M balance for uncommitted Basic Aid Funds. EXHIBIT B shows actual and estimated expenditures for Basic Aid Funds through the 2009/2010 fiscal year. It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding. EXHIBIT C shows in chart form estimated cumulative receipts, Board commitments, actual expenses, and cash balances through 2009/2010.

The District estimates receipts in future years as follows:

<u>Year</u>	<u>Basic Aid Receipts</u>
2009 – 2010	\$33,827,968
2010 – 2011	\$29,906,938
2011 – 2012	\$28,731,559
2012 – 2013	\$27,520,272
2013 – 2014	\$26,247,312

**South Orange County Community College District
Board Approved Basic Aid Project Distribution
As of December 7, 2009 Board Meeting**

	1999-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	Total
Actual Basic Aid Receipts	\$47,008,296	\$27,356,952	\$40,162,878	\$46,899,203	\$52,896,017	\$50,692,873	\$51,179,365	\$316,195,584
Estimated Basic Aid Receipts 2009/10								\$33,827,968
								Total Receipts
								\$350,023,552
								Total Approved Projects
								\$334,831,582
								Uncommitted Basic Aid Funds
								\$15,191,970

Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
2005/06 Allocation for Salary Schedule Restructure			\$354,301	\$1,422,791	\$2,467,908	\$4,245,000
College Instructional Equipment Allocation				\$468,000	\$924,000	\$1,392,000
College Retiree Benefit Liability Contribution				\$9,103,662	\$18,314,276	\$27,417,938
College/District Contributions for Debt Retirement			\$101,000	\$1,727,469	\$2,552,232	\$4,380,701
College Scheduled Maintenance Projects				\$1,673,000	\$3,327,000	\$5,000,000
Campus Appearance Improvement				\$335,000	\$665,000	\$1,000,000
Technology Needs for IVC, SC & District		\$200,000	\$5,297,000	\$5,203,275	\$8,667,343	\$19,367,618
ATEP Operating Budget		\$9,203,957				\$9,203,957
ATEP Staffing, Equipment, Program Development		\$4,000,000				\$4,000,000
ATEP Renovation/Temp Bldgs		\$15,034,576				\$15,034,576
ATEP Building Demolition		\$7,000,000				\$7,000,000
ATEP Hangar & Chapel Utilities		\$1,000,000				\$1,000,000
ATEP Site Development Negotiations		\$4,750,000				\$4,750,000
ATEP Development		\$3,750,000				\$3,750,000
ATEP Parking Lot Renovation		\$950,000				\$950,000
College Science Equipment & TV Studio Updates				\$500,000	\$500,000	\$1,000,000
College Sports Facilities				\$896,000	\$817,310	\$1,713,310
COPS Debt Retirement Contribution	\$34,400,000					\$34,400,000
IVC Business & Technology Innovation Center				\$12,882,000		\$12,882,000
IVC Design and Install Entrance from Barranca				\$2,850,000		\$2,850,000
IVC Fine Arts Building				\$4,652,000		\$4,652,000
IVC Floor Repairs				\$58,340		\$58,340
IVC Life Sciences Project				\$9,930,800		\$9,930,800
IVC Lot Expansion and Phase 1 of Lot 6				\$1,476,759		\$1,476,759
IVC Maintenance and Police Facility				\$4,575,000		\$4,575,000
IVC Modular Building - AT100				\$370,000		\$370,000
IVC Landscaping (PAC & BSTIC)				\$1,250,000		\$1,250,000
IVC Performing Arts Center				\$17,180,000		\$17,180,000
IVC Utility Service Project				\$416,000		\$416,000
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs				\$514,000		\$514,000
IVC Modular Building Replacement (CEC)				\$197,402		\$197,402
IVC Science Lab Addition & Remodel				\$6,980,000		\$6,980,000
IVC A-300 Building Remodel				\$2,481,000		\$2,481,000
IVC Early College Program				\$60,000		\$60,000

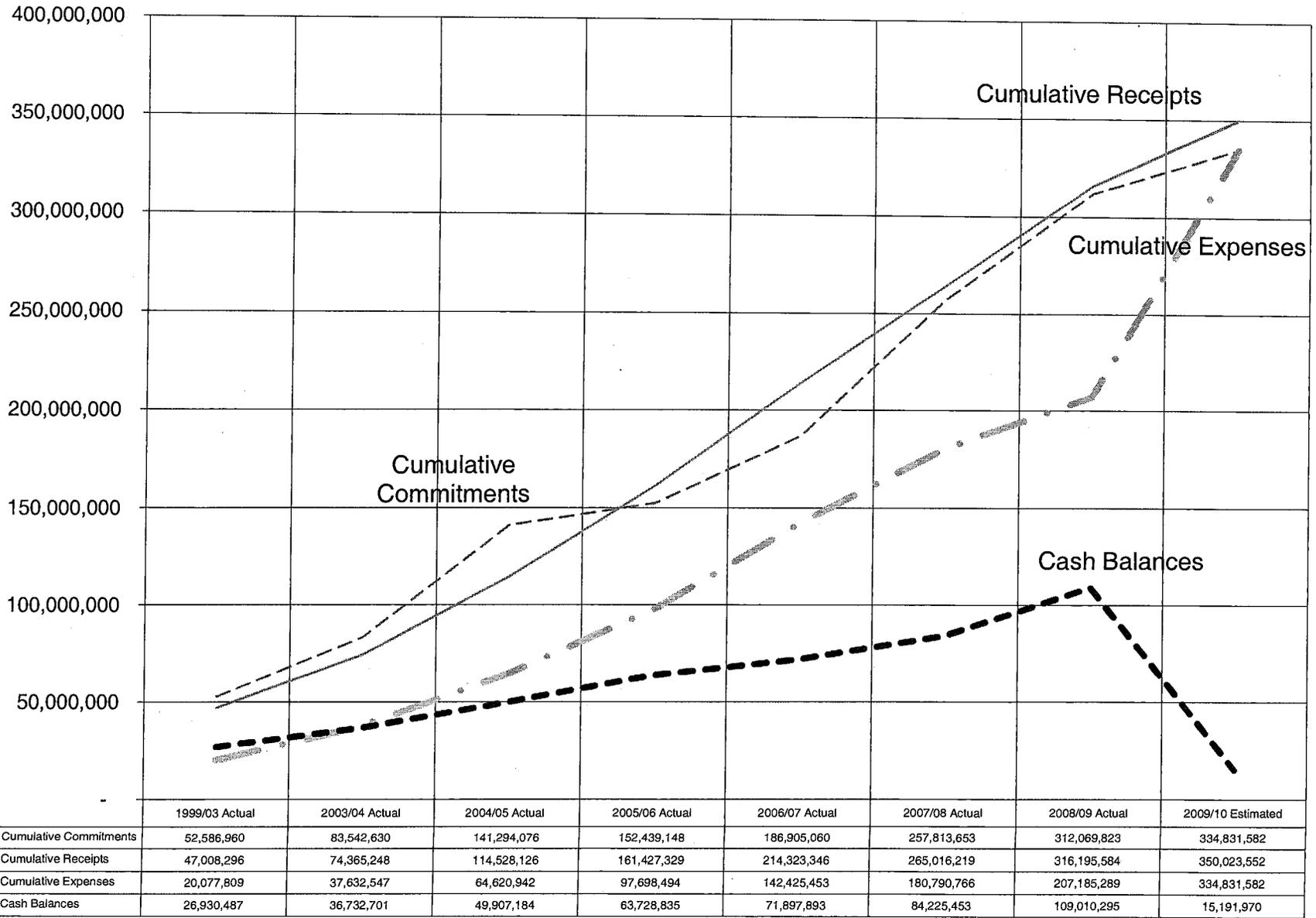
Approved Projects	District-wide Gen. Exp.	ATEP	District Services	IVC	SC	Total
IVC Replace Main Water Valves				\$275,000		\$275,000
IVC Replace Natural Gas Piping A&B Quads				\$230,000		\$230,000
IVC Repair Exteriors A100, A200, A300, A400, B100				\$400,000		\$400,000
IVC SSC HVAC System				\$800,000		\$800,000
SC M/S/E Bldg, Soil, & Slab Repairs					\$2,337,000	\$2,337,000
SC M/S/E Plaza Repair					\$5,081,000	\$5,081,000
SC M/S/E Renovation					\$2,608,344	\$2,608,344
SC M/S/E Bldg Ventilation System					\$5,000,000	\$5,000,000
SC Building Repairs TAS Building					\$1,956,000	\$1,956,000
SC Building Repairs/Library Remodel					\$20,141,000	\$20,141,000
SC Demolition of Lower Campus Buildings					\$1,719,000	\$1,719,000
SC Demolition 2007/08					\$1,000,000	\$1,000,000
SC Village Remodel					\$4,130,000	\$4,130,000
SC Village Expansion					\$3,942,000	\$3,942,000
SC Golf Driving Range Net Replacement					\$300,000	\$300,000
SC Health Science/District Office Building			\$7,012,875		\$8,238,780	\$15,251,655
SC Hire Consultant for Parking/Traffic Study					\$48,500	\$48,500
SC McKinney Theater Lighting and Sound Systems Upgrade					\$1,335,000	\$1,335,000
SC Mold Abatement and Air Quality Improvements					\$9,006,000	\$9,006,000
SC New Science Building (M/S/E annex)					\$3,742,000	\$3,742,000
SC Science/Applied Science Bldg					\$14,850	\$14,850
SC Pool Deck Replacement					\$1,500,000	\$1,500,000
SC Roof Replace Tech & Applied Science, Village Bldg 3-8					\$1,500,000	\$1,500,000
SC Temporary Classroom Facilites					\$7,269,285	\$7,269,285
SC McKinney Theater Restroom Remodel					\$2,542,000	\$2,542,000
SC Loop Road					\$3,442,000	\$3,442,000
SOCCCD Replace HR & Bdgt Dev Systems			\$897,740			\$897,740
SOCCCD Student Information System Upgrade-Phase I/Phase II			\$14,102,260			\$14,102,260
SOCCCD Districtwide Telephone System	\$4,499,498					\$4,499,498
SOCCCD Fiscal and HR Systems Repl.			\$27,500			\$27,500
SOCCCD Consultant for District Educational & Facilities Master Plan	\$370,010					\$370,010
SOCCCD HR Recruitment Work Plan			\$85,911			\$85,911
SOCCCD Legislative Advocacy Services - Basic Aid	\$210,000					\$210,000
SOCCCD Enrollment Mgmt, Mktg, Outreach & Recruitment Efforts	\$329,830					\$329,830
SOCCCD IT Projects SC/IVC/ATEP Instruction & Student Services			\$5,000,000			\$5,000,000
SOCCCD Additional 1% Contingency	\$1,278,101					\$1,278,101
SOCCCD Special Trustee/General Election Expense	\$981,697					\$981,697
Total Approved Projects	\$42,069,136	\$45,888,533	\$32,878,587	\$88,907,498	\$125,087,828	\$334,831,582

**South Orange County Community College District
Expenditure History for Approved Projects**

Project Description	Approved Amount	1999/03 Actual	2003/04 Actual	2004/05 Actual	2005/06 Actual	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Estimated	Total	Project Balance
College Scheduled Maintenance Projects	5,000,000			381,124	900,200	431,327	441,875	759,396	2,086,078	5,000,000	
2005/06 Allocation for Salary Schedule Restructure	4,245,000				4,245,000					4,245,000	
2005/06 College Instructional Equipment Needs	1,392,000				438,461	41,503	378,311	473,855	59,770	1,392,000	
Technology Needs for IVC, SC & District	19,367,618			2,394,995	3,580,783	3,178,825	3,647,238	3,919,852	2,645,925	19,367,618	
Campus Appearance Improvement IVC & SC	1,000,000							378,837	621,163	1,000,000	
ATEP Operating Budget*	9,203,957			266,981	706,587	1,119,687	1,841,834	2,273,645	2,985,023	9,203,957	
ATEP Staffing, Equipment, Program Development	4,000,000							20,689	3,979,311	4,000,000	
ATEP Renovation	15,034,576		370,243	630,096	1,035,239	3,838,068	1,318,978	103,660	7,738,291	15,034,576	
ATEP Building Demolition	7,000,000							61,693	6,938,307	7,000,000	
ATEP Hangar & Chapel Utilities	1,000,000								1,000,000	1,000,000	
ATEP Site Development Negotiations	4,750,000					12,066	887,067	1,080,568	2,770,300	4,750,000	
ATEP Development	3,750,000						565,425	1,041,250	2,143,325	3,750,000	
ATEP Parking Lot Renovation	950,000								950,000	950,000	
College/District Contributions for Debt Retirement - COPS	4,380,701		1,543,653	1,351,330	1,485,718					4,380,701	
Debt Retirement Contribution	34,400,000	16,000,000	5,000,000	5,000,000	4,200,000	4,200,000				34,400,000	
IVC Business & Technology Innovation Center	12,882,000				25,860	981,852	5,563,594	2,392,351	3,918,342	12,882,000	
IVC Design and Install Entrance from Barranca	2,850,000				9,950				2,840,050	2,850,000	
IVC Fine Arts Building	4,652,000						61,163	115	4,590,722	4,652,000	
IVC Floor Repairs	58,340			57,458	882					58,340	
IVC Life Sciences Project	9,930,800							81,776	9,849,024	9,930,800	
IVC Lot Expansion and Phase 1 of Lot 6	1,476,759			1,500	222,418	1,183,432	69,409			1,476,759	
IVC Maintenance and Police Facility	4,575,000			90,046	1,575,308	1,412,747	1,475,172	383	21,344	4,575,000	
IVC Modular Building	370,000	303,790	65,666	544						370,000	
IVC Landscaping (PAC & BSTIC)	1,250,000								1,250,000	1,250,000	
IVC Performing Arts Center	17,180,000		57,850	623,625	4,235,617	10,727,931	1,137,271	38,469	359,236	17,180,000	
IVC Science Equip & TV Studio	500,000	471,023	21,791	7,186						500,000	
IVC Sports Facilities	896,000	896,000								896,000	
IVC Replace Main Water Valves	275,000								275,000	275,000	
IVC Replace Natural Gas Piping A&B Quads	230,000								230,000	230,000	
IVC Repair Exteriors A100, A200, A300, A400, B100	400,000								400,000	400,000	
IVC SSC HVAC System	800,000								800,000	800,000	
IVC Utility Service Project	416,000				125,332	220,576	315		69,778	416,000	
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs	514,000				35,700	413,103	29,853	5,466	29,877	514,000	
IVC Modular Bldg Replacement (CEC)	197,402					197,402				197,402	
IVC Science Lab Addition & Remodel	6,980,000					276,823	86,014	2,373,462	4,243,701	6,980,000	
IVC A-300 Bldg Remodel	2,481,000					49,177	94,785	1,529,452	807,586	2,481,000	
IVC Early College Program	60,000					19,626	40,374		0	60,000	
Retiree Benefits	27,417,938		2,819,497	3,055,490	3,361,039	4,681,912	10,500,000	500,000	2,500,000	27,417,938	
SC M/S/E Bldg, Soil, & Slab Repairs	2,337,000		57,748			9,684	61,163	115	2,208,290	2,337,000	
SC M/S/E Plaza Repairs	5,081,000							69,288	5,011,712	5,081,000	
SC M/S/E Renovation	2,608,344							39,000	2,569,344	2,608,344	
SC Building Repairs - TAS Building	1,956,000			26,775	97,135	28,485		1,048	1,802,576	1,956,000	
SC Building Repairs - Library Remodel	20,141,000		40,000	37,892					20,063,108	20,141,000	
SC Demolition of Lower Campus Buildings	1,719,000	442,043	523,330	15,917	737,255				455	1,719,000	
SC Demolition	1,000,000								1,000,000	1,000,000	
SC Village Remodel	4,130,000						244,229	2,014,945	1,870,826	4,130,000	
SC Village Expansion	3,942,000							463,110	3,478,890	3,942,000	
SC Golf Driving Range Net Replacement	300,000				1,800	43,400	46,600	5,000	203,200	300,000	
SC Health Science/District Office Building	15,251,655	744,885	6,411,204	7,887,463	189,994	5,096	13,014		0	15,251,655	
SC Hire Consultant for Parking/Traffic Study	48,500			24,250					24,250	48,500	
SC McKinney Theater Lighting and Sound Systems Upgrade	1,335,000		46,200	1,288,800						1,335,000	
SC Mold Abatement and Air Quality Improvements	9,006,000				682,740	3,735,624	4,277,090	28,746	281,800	9,006,000	
SC New Science Building (M/S/E annex)	3,742,000					29,595			3,712,405	3,742,000	
SC Science Equip & TV Studio	500,000	497,407	2,501	92						500,000	
SC Science/Applied Science Bldg	14,850			14,850						14,850	
SC Sports Facilities	817,310	722,661	55,964	26,695	11,990					817,310	
SC M/S/E Bldg Ventilation System Upgrade	5,000,000								5,000,000	5,000,000	
SC Pool Deck Replacement	1,500,000								1,500,000	1,500,000	
SC Roof Replace Tech & Applied Science, Village Bldg 3-8	1,500,000								1,500,000	1,500,000	
SC Temporary Classroom Facilities	7,269,285			714	3,729,338	3,341,007	105,308	450	92,468	7,269,285	
SC McKinney Theater Restroom remodel	2,542,000					162,708	105,248	2,023,613	250,431	2,542,000	
SC Loop Road	3,442,000								3,442,000	3,442,000	
SOCCCD: Replace HR & Bldg Dev Systems	897,740				208,797	672,943	16,000		0	897,740	
SOCCCD: Student Information System Upgrade-Phase I/Phase II	14,102,280					3,515,073	5,304,918	4,111,633	1,170,636	14,102,280	
SOCCCD: Districtwide Telephone System	4,499,498		127,271	3,636,911	627,911	107,404			0	4,499,498	
SOCCCD: Fiscal and HR Systems Repl.	27,500				27,500					27,500	
SOCCCD: Consultant District Educational & Facilities Master Plan	370,010				370,010					370,010	
SOCCCD: HR Recruitment Work Plan	85,911			85,911			0			85,911	
SOCCCD: Legislative Advocacy Services - Basic Aid	210,000		15,700	24,002	24,298	24,000	14,000	34,354	73,646	210,000	
SOCCCD: Enrollment Mgmt/Mktg, Outreach & Recruit Strategy	329,830				184,690	85,327	59,813			329,830	
SOCCCD: IT Projects SC/IVC/ATEP Instruct & Student Svc	5,000,000								5,000,000	5,000,000	
SOCCCD: Additional 1% Contingency	1,278,101									1,278,101	
SOCCCD: Trustee Election/General Election Expense	981,697		453,867					527,830		981,697	
Totals	334,831,582	20,077,809	17,554,738	26,986,385	33,077,552	44,726,959	38,365,313	26,394,523	127,646,293	334,831,582	

	1999/03 Actual	2003/04 Actual	2004/05 Actual	2005/06 Actual	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Estimated
Commitments	52,586,960	30,955,670	57,751,446	11,145,072	34,465,912	70,908,593	54,256,170	22,761,759
Cumulative Commitments	52,586,960	83,542,630	141,294,076	152,439,148	186,905,060	257,813,653	312,069,823	334,831,582
Receipts	47,008,296	27,356,952	40,162,878	46,899,203	52,896,017	50,692,873	51,179,365	33,827,968
Cumulative Receipts	47,008,296	74,365,248	114,528,126	161,427,329	214,323,346	265,016,219	316,195,584	350,023,552
Cumulative Expenses	20,077,809	37,632,547	64,620,942	97,698,494	142,425,453	180,790,766	207,185,289	334,831,582
Cash Balances	26,930,487	36,732,701	49,907,184	63,728,835	71,897,893	84,225,453	109,010,295	15,191,970

South Orange County Community College District
Basic Aid Receipts, Commitments, Expenses and Cash Balances
 (As of December 7, 2009 Board Meeting)



TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

EXHIBIT A provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT January 25, 2010

SADDLEBACK COLLEGE

1. JAMES B. UTT LIBRARY REMODEL

Construction documents *are* approved by DSA and the State Chancellor's Office. *State budget issues have delayed progress.* The State Chancellor's office *is aware* that an extension for the equipment appropriations may be needed. Reallocation of basic aid funding has allowed this project to move forward. Swing space needs must be completed before construction start. Bid documents preparation *is underway* for advertisement, prequalification of contractors and bidding. Furniture and equipment *planning continues.* The overall project budget is \$21,124,000 with a state contribution of \$16,139,000 and a basic aid contribution of \$4,985,000.

2. SCIENCES BUILDING

The FPP was re-submitted to the State Chancellor's Office on September 30, 2008, to re-compete for funding. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$55,398,000 with \$33,553,000 anticipated from the state and \$21,845,000 proposed as funded through basic aid.

3. MCKINNEY THEATER RESTROOMS (Fine Arts Restrooms)

Construction began on June 23, 2008. The project was complete May, 2009. The design team, College and District staff are reviewing *close out contract issues* in order for the Notice of Completion to be brought to the Board of Trustees. *The overall project budget is \$2,542,000 funded through basic aid.*

4. REMODEL FOR SWING SPACE DURING LIBRARY REMODEL

On June 25, 2007, the Board approved the Portable Renovation, the Gaucho Strength Center renovation and PE100 renovation projects and hiring R2A for architectural services. Portable Renovation began on October 13, 2008, and is complete. The design team, College and District staff are reviewing *close out contract issues* in order for the Notice of Completion to be brought to the Board of Trustees.

The Board approved award of contract for PE100 at the March 2009, meeting. Construction began on April 13, 2009 *and* completed mid-September. *DSA close out is underway.* The Notice of Completion was approved by the Board in November and has been filed with the county.

The Gaucho Strength Center renovation for Communication Arts began *construction* in September and continues on schedule and within budget.

The overall project budget is \$4,130,000 funded through basic aid.

5. MATH/SCIENCES/ENGINEERING BUILDING

The District re-submitted a Final Project Proposal to the State Chancellor's Office on June 30, 2009. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$28,235,000 with \$19,765,000 anticipated from the state and \$8,471,000 proposed as funded through basic aid.

6. LOOP ROAD

The Board approved the Loop Road project *in March, 2009*. Currently, the project is estimated at \$5,650,000 which is believed to be an inadequate amount. Architectural selection is complete and A&E services contract negotiations are underway after which staff will recommend an architectural firm to design and estimate this project. \$3,442,000 of the overall project budget is approved for funding through basic aid.

7. M/S/E PLAZA RENOVATION

The Board approved the Math/Science/Engineer building project in March, 2009. Uneven settlement under the plaza area between the Library and the M/S/E building has resulted in slab heaving, cracking and water penetration at the M/S/E building. The overall project budget is \$5,081,000 funded through basic aid.

8. VILLAGE EXPANSION PROJECT

The Board approved the Village Expansion project during the November, 2008, meeting. There are two construction packages, one for site work and one for building installation and interior improvements. The site work contractor *has walked off the job and the surety has taken over. It is staff's assessment that this was due to financial insolvency. The surety is holding discussions with contractors to select one to finish the project. They anticipate using most, if not all of the original subcontractors. District staff anticipates an additional 4-6 week delay. Prior to this announcement, District purchased direct a very long lead item, the electrical transformer and switchgear. This situation may result in a need to extend the lease on the portables anticipated for removal in March.* Buildings delivery is 90% complete. Total change orders represent 2.3% of the original contract amount. *The overall project budget is \$3,942,000 funded through basic aid.*

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

The building construction is 100% complete. Total change orders represent 2.75% of the original contract amount. DSA closeout is underway. *Design professionals are reporting a delay in turn-around for all DSA submittals due to reduced schedules through the furlough program and out-sourcing of work.*

2. BUSINESS SCIENCES & TECHNOLOGY INNOVATION CENTER

The building construction is 100% complete. Total change orders represent 1.00% of the original contract amount. The final equipment phase is under review and will proceed as a result of the Board of Trustee's approval to move basic aid funds from the Fine Arts project to the Business Sciences Technology and Innovation Center. DSA closeout is

underway. *The overall project budget is \$25,593,000 with \$12,711,000 from the state and \$12,882,000 funded through basic aid.*

3. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

In addition to the Annex and Remodel, the Board approved funding for accessible restroom facilities February 20, 2008. Electrical, mechanical, plumbing, and interior improvements at the new and existing building are *95% complete and punch list is underway. Long lead time for procuring an exterior drop ceiling will result in this portion of the work extending beyond the original schedule. This will not impact the planned occupancy date.* The overall project budget is \$6,980,000 funded through basic aid.

4. A-300 REMODEL FOR MUSIC DEPARTMENT

Project is 100% complete with Notice of Completion recommended to the Board of Trustees at the July, 2009, meeting. DSA closeout is underway. The overall project budget is \$2,484,000 funded through basic aid.

5. LIFE SCIENCES PROJECT

The state chancellor's office provided the District with approval to move forward with design. *The architect has submitted preliminary design to the state chancellor's office for approval to proceed into the next release of funding. Funding "release" is an indication that the District may move into the next phase of their work in accordance with the freeze on funding described in this Board's June 22, 2009, agenda.* Staff anticipates construction document submittal to DSA in *February*. The overall project budget is \$24,848,000 with \$17,377,000 from the state and \$7,468,000 funded through basic aid.

6. FINE ARTS BUILDING

The District submitted a final project proposal to the State Chancellor's Office on June 30, 2008. Though final budget numbers will not be resolved until the State Chancellor's Office has completed the funding process, the overall project budget is anticipated at \$38,229,000 with \$28,305,000 anticipated from the state and \$9,924,000 proposed as funded through basic aid.

7. BARRANCA ENTRANCE

The Board approved funding for the Barranca Entrance project during the March board meeting. Currently, the project is estimated at \$2,850,000 which will be evaluated for appropriateness once the designer provides a cost estimate. Architectural selection is underway after which staff will recommend an architectural firm to design and estimate this project. The overall project budget is \$2,850,000 funded through basic aid.

8. GREAT LAWN PROJECT

The Board approved funding for landscape improvements in the area of the Performing Arts Center during the March board meeting. The Architectural contract is being recommended to the Board in this January, 2010, agenda. The overall project budget is \$1,250,000 funded through basic aid.

ATEP

1. ATEP RENOVATION

ATEP campus was substantially complete in time for the start of fall 2008/09 semester. All windows have been tested for water tightness with a 62% failure rate. Repair procedures were accepted with remediation *95% complete*. ModSpace, the Increment II contractor, has requested a review of previously submitted change orders and a release of retention. To date, total change orders represent 3.01% of the original contract amount.

2. ATEP BUILDING DEMOLITION

The environmental consultant has performed building surveys and has developed the report, specifications and plans for hazardous material removal and building demolition. City of Tustin provided additional requests during a third review. Plans and specifications for all seven phases of demolition have been returned with minor comments by the City of Tustin and forwarded to the Navy for their review. *The overall project budget is \$7,000,000 funded through basic aid.*

3. ATEP LANDSCAPING IMPROVEMENT

Landscape plans have been developed in accordance with the City of Tustin's landscape palette. The Architect has addressed the City of Tustin's comments and resubmitted construction documents for approval. Minor comments have been returned with plan set under final review with master planning architect. The City of Tustin is in the process of revising their plant pallet to a more drought tolerant approach. As the existing planting consist of a drought tolerant pallet, the District is awaiting this revision before taking any action. *This project will be dropped from future reports and taken back up if it becomes active again.*

4. ATEP MONUMENT SIGNAGE

A monument sign is needed at Valencia Loop Road that reflects the design of the City's monument sign on the opposite corner. Plans have been submitted to the City of Tustin and have been returned with comments. Comments have been addressed and resubmitted to the City.

5. ATEP PARKING LOT

Plans for improvement at the existing parking lot have been approved through DSA and the City of Tustin has performed their courtesy review. Plans were bid with a contractor recommendation to the Board of Trustees at this December meeting. *The District provided the contractor with a Notice to Proceed on January 11, 2010.* The overall project budget is \$950,000 funded through basic aid.

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: List of Board Requested Reports
ACTION: Information

BACKGROUND

At the June 21, 2005 board meeting, members of the Board of Trustees requested a listing of reports requested by the board for the past six months. The listing is to include: date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. At the July 19, 2005 board meeting, it was requested that this six-month report be a standing item on every board agenda, with old information dropped off and new requests added.

STATUS

The Board report listing (EXHIBIT A) for the past six months is coordinated and prepared by the Office of the Deputy Chancellor.

This report is intended to answer the questions of the South Orange County Community College District Board of Trustees. In the event, additional information would be useful or desired by the board, supplemental information will be provided.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
LISTING OF BOARD REPORTS REQUESTED**

Date Report Requested	Report Topic	Board Member Requesting Report	Report Due Date	Report Prepared By:	Date Submitted to the Board of Trustees
11/17/09	Efficiencies, Reductions and Planning in 2010-2011	Trustee Fuentes	January 2010	Gary Poertner	January 2010
11/17/09	Presentation on Statewide Community College Survey Results	Trustee Fuentes	December 7, 2009	Gary Poertner	January 25, 2010 December 7, 2009
9/24/09	Saddleback College Communication Arts Program	Trustee Padberg	November 17, 2009	Tod Burnett	January 25, 2010 November 17, 2009
9/24/09	Saddleback College Film Program	Trustee Padberg	November 17, 2009	Tod Burnett	November 17, 2009
8/31/09	Salaries of College Professors in Orange County	Trustee Fuentes	October 26, 2009	David Bugay	October 26, 2009

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) for the two colleges and the District are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance.

STATUS

The reports display the adopted budget, revised budget, and transactions through December 31, 2009. A review of current revenues and expenditures for the 2009/10 fiscal year shows that they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary
As of December 31, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		31,930,391	31,930,391	0	31,930,391
REVENUES:					
Federal Sources	8100-8199	\$ 3,246,917	3,275,452	28,535	861,308
Other State Sources	8600-8699	18,548,183	18,477,305	(70,878)	7,428,790
Other Local Sources	8800-8899	170,839,772	170,762,272	(77,500)	97,619,508
Total Revenue		192,634,872	192,515,029	(119,843)	105,909,606
BASIC AID				0	
INCOMING TRANSFERS	8980-8989			0	
TOTAL SOURCES OF FUNDS		<u>224,565,263</u>	<u>224,445,420</u>	<u>(119,843)</u>	<u>137,839,997</u>
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	65,750,670	65,067,811	(682,859)	30,570,964
Other Staff Salaries	2000-2999	41,023,241	40,755,237	(268,004)	15,673,522
Employee Benefits	3000-3999	32,302,949	32,227,079	(75,870)	14,175,466
Supplies & Materials	4000-4999	6,425,644	6,472,197	46,553	1,225,461
Services & Other Operating	5000-5999	21,274,414	21,502,891	228,477	6,916,354
Capital Outlay	6000-6999	10,870,940	11,520,832	649,892	1,570,886
Payments to Students	7500-7699	577,264	559,232	(18,032)	313,200
Total Expenditures		178,225,122	178,105,279	(119,843)	70,445,853
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	864,000	864,000	0	484,000
Basic Aid Transfers Out		31,267,968	31,267,968	0	0
Intra Fund Transfers Out	7400-7499	0	0	0	0
Debt Service	7100-7199	412,000	412,000	0	204,715
Total Other Sources (Uses)		32,543,968	32,543,968	0	688,715
TOTAL USES OF FUNDS		<u>210,769,090</u>	<u>210,649,247</u>	<u>(119,843)</u>	<u>71,134,568</u>
ENDING FUND BALANCE		13,796,173	13,796,173	0	66,705,429
Reserve for Economic Uncertainties		10,446,173	10,446,173	0	
Location Reserves for Economic Uncertainties		3,350,000	3,350,000	0	
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	\$ 0

SADDLEBACK COLLEGE
General Fund Income and Expenditure Summary
As of December 31, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		11,702,879	11,702,879	0	11,702,879
REVENUES:					
Unrestricted Budget Allocation		\$ 80,691,012	80,691,012	0	44,475,372
Restricted Budget Allocation		11,459,371	11,370,857	(88,514)	5,363,302
Total Revenue		92,150,383	92,061,869	(88,514)	49,838,674
BASIC AID		0	0	0	0
INCOMING TRANSFERS 8980-8989		0	0	0	0
TOTAL SOURCES OF FUNDS		103,853,262	103,764,748	(88,514)	61,541,553
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		40,933,766	40,576,296	(357,470)	19,044,355
Other Staff Salaries 2000-2999		20,978,861	20,898,951	(79,910)	7,956,287
Employee Benefits 3000-3999		18,577,481	18,568,336	(9,145)	7,857,131
Supplies & Materials 4000-4999		4,363,353	4,400,350	36,997	856,995
Services & Other Operating 5000-5999		9,712,513	9,795,364	82,851	3,051,826
Capital Outlay 6000-6999		5,749,310	6,039,826	290,516	1,257,490
Payments to Students 7500-7699		387,978	335,625	(52,353)	177,962
Total Expenditures		100,703,262	100,614,748	(88,514)	40,202,046
OTHER FINANCING SOURCES/(USES):					
Transfers Out 7300-7399		400,000	400,000	0	250,000
Other Transfers 7400-7499		0	0	0	0
Debt Service 7100-7199		0	0	0	0
Total Other Sources (Uses)		400,000	400,000	0	250,000
TOTAL USES OF FUNDS		101,103,262	101,014,748	(88,514)	40,452,046
LOCATION OPERATING BALANCE		2,750,000	2,750,000	0	21,089,507
Reserve for Economic Uncertainties		2,750,000	2,750,000	0	0
Nondesignated Budget Allocation		\$ 0	\$ 0	\$ 0	0

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of December 31, 2009

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	Adopted Budget	Revised Budget	Difference	Beg Bal & Receipts/ Expenditures
SOURCES OF FUNDS				
LOCATION BEGINNING BALANCE	3,168,759	3,168,759	0	3,168,759
REVENUES:				
Unrestricted Budget Allocation	\$ 43,326,341	43,326,341	0	23,972,061
Restricted Budget Allocation	5,637,033	5,605,704	(31,329)	2,484,321
Total Revenue	48,963,374	48,932,045	(31,329)	26,456,382
BASIC AID	0	0	0	0
INCOMING TRANSFERS 8980-8989	0	0	0	0
TOTAL SOURCES OF FUNDS	52,132,133	52,100,804	(31,329)	29,625,141
USES OF FUNDS				
EXPENDITURES:				
Academic Salaries 1000-1999	21,764,846	21,439,457	(325,389)	10,620,473
Other Staff Salaries 2000-2999	12,127,529	11,894,068	(233,461)	4,722,096
Employee Benefits 3000-3999	10,008,971	9,935,522	(73,449)	4,462,411
Supplies & Materials 4000-4999	1,232,294	1,236,971	4,677	308,166
Services & Other Operating 5000-5999	4,216,487	4,629,402	412,915	1,284,161
Capital Outlay 6000-6999	1,346,720	1,495,777	149,057	235,373
Payments to Students 7500-7699	189,286	223,607	34,321	135,238
Total Expenditures	50,886,133	50,854,804	(31,329)	21,767,918
OTHER FINANCING SOURCES/(USES):				
Transfers Out 7300-7399	234,000	234,000	0	234,000
Other Transfers 7400-7499	0	0	0	0
Debt Service 7100-7199	412,000	412,000	0	204,715
Total Other Sources (Uses)	646,000	646,000	0	438,715
TOTAL USES OF FUNDS	51,532,133	51,500,804	(31,329)	22,206,633
LOCATION OPERATING BALANCE	600,000	600,000	0	7,418,508
Reserve for Economic Uncertainties	600,000	600,000	0	0
Nondesignated Budget Allocation	\$ 0	\$ 0	\$ 0	0

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Quarterly Financial Status Report
ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report, as of September 30, 2009 for the 2009/2010 fiscal year, is attached (EXHIBIT A) for the Board of Trustees' information and review.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q

VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q1) Sep 30, 2009

District: (890) SOUTH ORANGE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	168,463,854	177,706,923	180,702,584	174,638,335
A.2	Other Financing Sources (Object 8900)	85,022	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	168,548,876	177,706,923	180,702,584	174,638,335
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	117,782,460	120,989,151	133,868,154	155,020,453
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	52,839,132	47,257,511	48,636,000	46,190,141
B.3	Total Unrestricted Expenditures (B.1 + B.2)	170,621,592	168,246,662	182,504,154	201,210,594
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-2,072,716	9,460,261	-1,801,570	-26,572,259
D.	Fund Balance, Beginning	20,986,284	18,913,568	28,373,829	26,572,259
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	20,986,284	18,913,568	28,373,829	26,572,259
E.	Fund Balance, Ending (C. + D.2)	18,913,568	28,373,829	26,572,259	0
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.1%	16.9%	14.6%	0%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	22,969	24,196	25,759	25,759
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
H.1	Cash, excluding borrowed funds		12,473,117	12,775,294	20,545,122
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	20,147,854	12,473,117	12,775,294	20,545,122

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	174,638,335	174,638,335	20,331,082	11.6%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	174,638,335	174,638,335	20,331,082	11.6%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	155,020,453	155,020,453	29,975,391	19.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	46,190,141	46,190,141	53,039	0.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	201,210,594	201,210,594	30,028,430	14.9%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-26,572,259	-26,572,259	-9,697,348	
L.	Adjusted Fund Balance, Beginning	26,572,259	26,572,259	26,572,259	
L.1	Fund Balance, Ending (C. + L.2)	0	0	16,874,911	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	0%	0%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled	Management	Academic	Classified

(Specify) YYYY-YY	Permanent		Temporary		Permanent		Temporary	
	Total Cost Increase	% *						
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Quarterly Financial Status Report
ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report, as of December 31, 2009 for the 2009/2010 fiscal year, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICEQuarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

District: (890) SOUTH ORANGE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	168,463,854	177,706,923	180,702,584	174,638,335
A.2	Other Financing Sources (Object 8900)	85,022	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	168,548,876	177,706,923	180,702,584	174,638,335
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	117,782,460	120,989,151	133,868,154	154,942,390
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	52,839,132	47,257,511	48,636,000	46,268,204
B.3	Total Unrestricted Expenditures (B.1 + B.2)	170,621,592	168,246,662	182,504,154	201,210,594
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-2,072,716	9,460,261	-1,801,570	-26,572,259
D.	Fund Balance, Beginning	20,986,284	18,913,568	28,373,829	26,572,259
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	20,986,284	18,913,568	28,373,829	26,572,259
E.	Fund Balance, Ending (C. + D.2)	18,913,568	28,373,829	26,572,259	0
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	11.1%	16.9%	14.6%	0%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	22,969	24,196	25,759	25,779
-----	---	--------	--------	--------	--------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
H.1	Cash, excluding borrowed funds		63,037,659	68,557,616	63,018,783
H.2	Cash, borrowed funds only		0	10,000,000	10,000,000
H.3	Total Cash (H.1+ H.2)	48,753,076	63,037,659	78,557,616	73,018,783

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
J. Revenues:					
J.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	174,638,335	174,638,335	97,721,242	56%
J.2	Other Financing Sources (Object 8900)	0	0	0	
J.3	Total Unrestricted Revenue (J.1 + J.2)	174,638,335	174,638,335	97,721,242	56%
K. Expenditures:					
K.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	155,020,453	154,942,390	64,170,651	41.4%
K.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	46,190,141	46,268,204	692,715	1.5%
K.3	Total Unrestricted Expenditures (J.1 + J.2)	201,210,594	201,210,594	64,863,366	32.2%
L.	Revenues Over(Under) Expenditures (J.3 - K.3)	-26,572,259	-26,572,259	32,857,876	
L.1	Adjusted Fund Balance, Beginning	26,572,259	26,572,259	26,572,259	
L.2	Fund Balance, Ending (C. + L.2)	0	0	59,430,135	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	0%	0%		

V. Has the district settled any employee contracts during this quarter?

NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled	Management	Academic	Classified

(Specify) YYYY-YY			Permanent		Temporary			
	Total Cost Increase	% *						
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? NO
This year? NO
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**CALIFORNIA COMMUNITY COLLEGES
 CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD
 Fiscal Year: 2009-2010
 Quarter Ended: (Q2) Dec 31, 2009

District: (890) SOUTH ORANGE

Your Quarterly Data is ready for certification.
 Please complete the fields below and click on the 'Certify This Quarter' button

Chief Business Officer

CBO Name:

CBO Phone:

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name:

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: _____

District Contact Person

Name:

Title:

Telephone:

Fax:

E-Mail:

Certify This Quarter

California Community Colleges, Chancellor's Office
 1102 Q Street Sacramento, California 95814-6511

Send questions to:
 Christine Atalig (916)327-5772 atalig@cccco.edu or Glen Campora (916)323-6899 gcampora@cccco.edu
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TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program. It was funded in June 2008 with a deposit of \$50,791,103.

STATUS

This report is for the period ending December 31, 2009 (Exhibit A). The portfolio is comprised of 52.2% Fixed Funds (Bonds) and 47.8% Common Stocks (Domestic and International). Since inception the Trust has experienced a return on investment of \$3,484,481 and a net unrealized loss of \$2,521,949. The market value at December 31, 2009 is Fifty One Million, Seven Hundred Fifty Three Thousand, Six Hundred Thirty Five Dollars (\$51,753,635).

January 8, 2010

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

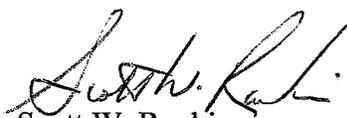
The fourth quarter of 2009 was an excellent end to what has turned out to be an excellent year for both the stock and bond markets. Your portfolio was up 22.93% for the year 2009 and has a 1.56% annualized return since the June 24, 2008, inception. This is quite a turnaround from the October 2008 and February 2009 lows.

Your portfolio is a diversified mix of bond funds (52.2%), and common stock funds (47.8%). It was designed to be invested over a long time frame and was incepted with initial deposits of \$50,791,103. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>2009</u>	<u>Since June 24, 2008 Inception</u>
South Orange CCCD	+22.93%	1.56%
S&P 500	+26.45%	-6.46% (Domestic Stocks)
MSCI EAFE	+31.78%	-11.09% (International Stocks)
Barclays Aggregate	+6.74%	+7.20% (Domestic Bonds)

We believe the global recovery that began in the second half of 2009 will transition into a global economic expansion in 2010. Importantly, emerging economies seem likely to be the primary drivers of global growth where we expect growth rates in the developing economies to triple those for the developed economies. Concerns about a significant inflation problem ahead are overwrought. Even with higher prices, the valuation of stocks relative to cash and bonds remains attractive.

Very truly yours,

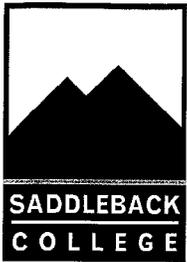

Scott W. Rankin
Senior Vice President

TO: Board of Trustees
FROM: Dr. Raghu P. Mathur, Chancellor
RE: Written Reports
ACTION: None

Written Reports

Reports by the following individuals and groups should be written and submitted through the docket process prior to distribution of the Board agenda packet.

President, Saddleback College
President, Irvine Valley College
Provost, ATEP
Associated Student Government of SC
Associated Students of IVC
Saddleback College Academic Senate
Irvine Valley College Academic Senate
Faculty Association
California School Employees Association
Saddleback College Classified Senate
Irvine Valley College Classified Senate
District Services Classified Senate
Police Officers' Association



MEMORANDUM

TO: Members of the Board of Trustees
Dr. Raghu P. Mathur, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: REPORT FOR JANUARY 25, 2010 BOARD OF TRUSTEES' MEETING

Spring semester classes started on January 11th with a 6.49 percent increase since last spring in student headcount, a difference of 1,534 students. Despite this growth in enrollment, the college is offering the same number of sections this spring as we did in spring 2009. Thank you to our student services faculty and staff for their commendable work in accommodating our students.

In-service week offered faculty an array of workshops and presentations, including the Chancellor's opening session on Wednesday, January 6th, and Dr. Burnett's faculty breakfast and classified staff luncheon where he provided an update on his goals for 2009-2010. During the breakfast and luncheon, the four winners of the President's Award for Leadership and Innovation were named: Professor Diane Pestolesi (full-time faculty) Penny Skaff (associate faculty), Audra DiPadova (management), and Matthew Brodet (classified staff). Thank you to Professor Jane Horlings for coordinating in-service week.

During in-service week the faculty and classified staff were updated on the Governors State of the State address and potential budget impact. Consultation Council and Planning and Budget Steering Committee are continuing to work on college goals and strategies, and developing new processes and procedures to ensure budget allocation is tied to College Strategic Plans.

Accreditation Tuesday was held on January 7th and was a huge success. More than 100 faculty attended the meeting, which focused on the college's draft self study to solicit feedback before a second draft is completed. Thank you to the four standard chairs – Professor Diane Pestolesi, Professor Tony Teng, Director of Fiscal Services Carol Hilton, and Professor Carmen Dominguez for their presentations and work in leading their standard committees, and thank you to Accreditation Co-Chairs Dr. Rajen Vurdien and Dr. Bob Cosgrove for their leadership on the college's accreditation self-study process.

The college's strategic planning process is on target, with the four strategic planning groups having submitted their goals to Consultation Council, who will review and approve the goals before the planning groups establish strategies to achieve the goals.

Dr. Burnett attended the United States Army All-American Bowl in San Antonio and was the only community college president that was invited. The event welcomes All-American high school athletes who competed in an east versus west football game.

The Saddleback College Veterans Memorial is nearing completion and a dedication is scheduled for Thursday, April 29th. Invitations will be sent to military and elected officials at the federal, state, and local levels, veterans groups, community members, and students, faculty, staff, and management at the college and district. The second annual President's Cup will begin this year at Irvine Valley College's homecoming game on Wednesday, January 27th. Men's and women's basketball teams will face off and after games are played at both colleges, game scores will be tallied and the college with the highest point count will be awarded the President's Cup.

Office of Instruction

Thank you to the college's division deans for their commendable work in managing our surge in student enrollment while keeping the number of sections offered at the same level as spring semester 2009. Over 22 percent of our students are enrolled in a distance education/internet course.

The Division of Mathematics, Science, and Engineering is hosting a Science Lecture Series on Fridays throughout the semester. During the month of January, speakers included Dr. Tony Huntley, Nobel Laureate Kary Mullis, Ph.D., and UCSD Professor Partho Ghosh, Ph.D.

The Automotive Technology Department received a car valued at \$15,000, donated by the Hyundai Corporation. The car will be used by students in auto tech lab classes.

The Liberal Arts and Learning Resources Division Offices have moved to the Village, as well as the Library Collection and Reserve Desk, the Learning Assistance Program, the Writing Center, and Interdisciplinary Computer Center.

Student Services

The textbook loan program has continued for the spring semester and students may check out available textbooks at the Reserve Desk of the Library.

On January 8, the Teacher Preparation Pipeline (TPP) staff hosted a day-long Mentor Teacher Workshop for 20 career technical education (CTE) teachers from local high schools and ROP's. Teachers learned about integrating math, science and language arts skills into their CTE classes, as well as suggestions for being successful mentor teachers to our TPP student aides. TPP hosted its second Advisory Committee meeting on January 8, updating partners on the 17% budget cut to the program, the new EDUC 115 class instructor, and plans for applying for the fourth year of the grant.

The college's Martin Luther King, Jr. celebration was held on January 16th. The event was a joint effort of student and community groups and was titled "Exploring Social Action Through Religious Diversity."

Fine Arts

An Evening of Comedy & Magic wowed a sold out audience in the McKinney Theatre on January 9th. A reception after the show in the Studio Theatre was also well attended. On January 19th Jazz Studies presented The Army Ground Forces Band Brass Brigade in the McKinney Theatre. The Concert Hour presented a free noon concert on January 21st with flutist Cindy Ellis performing chamber music with her Cal State Fullerton colleagues. The Professional Guest Artist Series presented *Yesterday & Today*, an interactive Beatles tribute, on January 23rd with the audience selecting the playlist for the night. On January 25th the Saddleback Jazz Faculty performed in the McKinney Theatre.

Community Education

The spring catalog, now called the Gaucho Guide, was mailed to homes. The new name is part of the department's branding efforts, which also include an electronic newsletter.

Saddleback College Foundation

The Bernard Osher Foundation has challenged Saddleback College to raise \$675,000 for endowed scholarships and will provide a 100% match. Additionally, Saddleback College president Dr. Tod Burnett has committed a 100% match for gifts received through June 2010. Gifts will be matched 200%! If fully funded, a \$1.8 million endowment will award ninety (90) \$1,000 scholarships to Saddleback College students annually.

Public Information and Marketing

The Director of Public Information and Marketing joined District IT Director Jim Gaston on a social network marketing presentation to faculty and staff during in-service week. Her presentation focused on the college's social network marketing efforts. Currently, Saddleback College's Facebook page has 750 fans and is growing every day. Other departments using Facebook to communicate with students include Fine Arts, Athletics, Community Education, Outreach, Career Center, and EOPS. The department is working with the City of Mission Viejo on a veterans memorial display that will be located at the Murray Community Center. Media efforts focused on automotive technology, the Martin Luther King, Jr. Celebration, the President's Cup, and the Science Lecture Series.

TO: Chancellor Raghu P. Mathur and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President

DATE: January 14, 2010

SUBJECT: President's Report for the January 25 Board of Trustees Meeting

IVC Foundation Grows PRO IVC Campaign

The IVC Foundation continues to grow the PRO IVC Campaign. As of December 15, the campaign received 60 participating accounts totaling \$292,234 in pledges. Pledged funds are due by February 28, 2010. The Foundation will be awarding a minimum of \$30,000 in matching funds.

IVC Forensic Team Recognition

The IVC Forensics Team is currently ranked third in the nation among community colleges and ninth among all two and four year schools by the National Parliamentary Debate Association. The team has also set new records on involvement with 58 students competing and 31 students taking awards in fall 2009.

IVC Scholarship Application

The IVC Financial Aid Office has launched its annual scholarship application system using a new software system called STARS. This new system will help students, donors, and the selection committee throughout the process. Last year, the IVC Financial Aid Office received approximately 350 scholarship applications with its old system. This year, with the STARS system, IVC anticipates receiving 500 applications. Information about the process and the application is available at <http://www.ivc.edu/finaid/pages/default.aspx>. Deadline for submitting applications is February 26, 2010.

School of Business Sciences Awards

On December 18, the School of Business Sciences held a small reception to recognize 20 students who had earned achievement and/or certificates of proficiency in Accounting. This was the first time the event was held. Faculty hope to recognize students each semester for their success.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: Thomas A. Fuentes, William O. Jay, David B. Lang, Marcia Milchiker, Nancy M. Padberg, Donald P. Wagner, John S. Williams
Raghu P. Mathur, Ed.D., Chancellor; Glenn R. Roquemore, Ph.D., President, Irvine Valley College

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23rd Annual Astounding Inventions

On Saturday, January 30, from 10 a.m. to 1 p.m., at Irvine Valley College, Greenberg Traurig and the Irvine Valley College Foundation will present the college's 23rd annual Astounding Inventions, an invention competition for elementary and middle school students. This is Greenberg's fourth year as the title sponsor of this event. The main event to be held in the gym showcases creative and ingenious inventions from students from both the Irvine Unified and Tustin Unified School Districts.

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MEMORANDUM

TO: Chancellor Raghu P. Mathur
Members of the Board of Trustees

FROM: Dr. Randy W. Peebles, Provost

DATE: January 13, 2010

RE: ATEP Report for the January 25, 2010 Board of Trustees Meeting

ATEP has launched the next phase in the development process for the 30-acre expansion.

Several new advisory committees have been formed to assist with the development and expansion of ATEP. The ATEP Advisory Committee will meet monthly and is comprised of Presidents, Vice Presidents of Instruction, Deans, Faculty and selected Directors from all three campuses. The Executive Coordinating Council for ATEP is comprised of the Chancellor, College Presidents and ATEP Provost and also meets monthly to coordinate and facilitate progress between the district, colleges and ATEP.

A survey will be sent later this month district-wide to gain valuable input for the architectural programming. As progress on program development progresses, user groups will be formed with faculty and staff to determine program usage and specialty spaces.

The District and ATEP are moving forward with Hudson Capital to determine potential partnerships, including educational, joint use and technology partners.

Discussions and negotiations continue with the City of Tustin to assist in streamlining the approval process so that ATEP can expand to meet the needs of the community and business industry.

A President's Forum on ATEP was held January 5, 2010 during Flex Week staff development at Irvine Valley College to outline new committees, facilitate discussion regarding architectural programming and

update constituencies on progress and timelines for ATEP's expansion. A similar President's Forum on ATEP will be held on January 19 at Saddleback College.

ATEP was selected to present at the upcoming ACCCA conference in San Francisco on The Changing Community College. The presentation will be a panel comprised of the two college presidents, ATEP Provost and Hudson Capital with Chancellor Mathur moderating.

Dean Rocky Cifone, Dr. Don Busche and Marketing Director Tere Fluegeman attended several Advisory Boards and Articulation Workshops in Digital Media Arts and Public Safety to understand and gather information about the latest professional and educational trends from multiple industry experts and advisory groups in various occupational strands. These advisory boards are organized and coordinated by Vital Link on Orange County based educational initiatives. Vital Link's mission is to create the link between business and education to prepare students for the successful transition to meaningful employment.

Dean Rocky Cifone and Marketing Director Tere Fluegeman attended the Saddleback College Career Technical Education Community Collaborative Grant Externship Showcase and Middle School Advisory Committee. Planning is under way for ATEP to once again host 7th and 8th graders as part of Saddleback College's Career Technology Exploration in February.

The spring semester faculty orientation was held January 8 to acquaint faculty with the ATEP campus. A survey is being developed to elicit input district-wide for architectural programming needs for the expanded ATEP campus.

Several enhancements are being made to the ATEP website including a SharePoint site that will serve as a resource and repository for advisory committees; hosting of the architectural programming survey; a gallery of student work; and outreach to the community.

Promotion of spring courses continues and enrollment is strong. The Center for Applied Competitive Technologies (CACT) is promoting Optics, Photonics and Laser classes in the Optical Society of Southern California (OSSC.org) monthly newsletters and in banner ads on their website.

The ATEP Provost Report will be shared with the community on the ATEP website.

CACT has multiple new course offerings for the spring semester, including Technical Math Workshops; Fundamentals of Lights and Lasers; Fiber Optics Fundamentals; Fiber Optics Communications; Chinese for Business Communications; Strategic Planning Workshops; Computer Repair – Basics with CompTIA A+ Certification; and LabVIEW basics which will begin in February following completion of the CACT computer lab.