

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, June 25, 2012

Call to order: 5:00 p.m.

[Followed by Public Comments/Closed Session]

Reconvene Open Session: 6:00 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

Nancy M. Padberg – President, T.J. Prendergast, III - Vice President, Marcia Milchiker – Clerk
William O. Jay, David B. Lang, Frank M. Meldau, Heather Park – Student Trustee
Gary L. Poertner - Chancellor



Meeting of the Board of Trustees

June 25, 2012

This regular meeting will consist of two locations due to teleconferencing by Trustee Marcia Milchiker pursuant to Government Code section 54953(b):

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

Teleconferencing Location: The Jesse H. Jones Rotary House International, 1600 Holcombe Blvd., Houston, TX, 77030.

This location will be accessible to the public. Members of the public wishing to address the Board directly from this location will be allowed to do so during the public comment portion of the meeting.

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 Personnel Matters (GC Section 54957)(6)
 - 1. Public Employee Employment (3)
 - a. Acting Vice President for Instruction, Saddleback College
 - b. Vice President for Student Services, Irvine Valley College
 - c. Classified Employee, Irvine Valley College
 - 2. Public Employee Discipline/Dismissal/Release (3)
- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.

4. Administrators and Managers: Unrepresented Employees
 - a. Agency Designated Negotiator: Gary Poertner
- C. Conference with Legal Counsel (GC Section 54956.9)(1)
 1. Existing Litigation (GC Section 54956.9[b]) (1 case)
 - a. Rice Drywall, Inc. v. SOCCCD

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Mike Meldau

2.3 Pledge of Allegiance

Led by Trustee Nancy Padberg

2.4 Resolutions/Recognitions

Recognition: Bill Hewitt – Irvine Valley College

Recognition: Sandy Marzilli – Saddleback College

Recognition: John Polikaitis – Saddleback College

Recognition: Jim Wright – Saddleback College

2.6 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 Request(s) for Reports

4.0 DISCUSSION ITEMS

- 4.1 none

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.

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a Regular and Special Meeting held on May 21, 2012.
- 5.2 **Saddleback College for Rapidtech: Grant Acceptance, H-1B Technical Skills Training Grant: Orange County Bridge to Engineering with the City of Santa Ana Workforce Investment Area**
Accept sub-award of \$316,600 from the City of Santa Ana for the H-1B Technical Skills Training Grant: Orange County Bridge to Engineering.
- 5.3 **Saddleback College: Grant Acceptance for the County of Orange Health Care Agency, for Training Services to Meet the Mental Health Needs of the Deaf Community**
Accept award for \$229,000 from the County of Orange Health Care Agency for contract number MA-042-12011150.
- 5.4 **Saddleback College: Cafeteria Operation and Food Vending Services Amendment No. 1**
Approve agreement amendment with S&B Foods to begin mobilizing on June 9, 2012 and open for business by June 18, 2012.
- 5.5 **Saddleback College: Food Services Agreement Amendment No. 3**
Approve amendment with Newbeginnings to terminate their contract.
- 5.6 **Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 2 to Inspector of Record Scope of Work**
Approve amendment with Joyce Inspections and Testing, Inc. increasing the project cost by \$80,000. The revised total contract amount is \$396,824.
- 5.7 **Saddleback College and Irvine Valley College: Community Education, Fall 2012**
Approve Fall 2012 Community Education courses, presenters, and compensation.
- 5.8 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.9 **SOCCCD, Saddleback College, Irvine Valley College, and Advanced Technology and Education Park: Mission Statements**
Accept for review and study the annual review of the district and college mission statements.
- 5.10 **Irvine Valley College: Life Science Building: Change Order No. 5**
Approve change order resulting in an increase of \$82,022.34 in the project

cost. The total revised contract amount is \$11,432,414.34.

- 5.11 **ATEP: Building 524 –Remediation and Demolition, Change Order No. 1**
Approve change order resulting in an decrease of \$20,000 in the project cost. The revised total contract amount is \$68,000.
- 5.12 **ATEP: Building 524 – Remediation and Demolition, Notice of Completion**
Approve the filing of the notice of completion and authorize the release of retention.
- 5.13 **SOCCCD: Memorandum of Understanding with CSUF Auxiliary Services Corporation, Transfer of Fossil Collection**
Approve the agreement with California State University Fullerton in the amount of \$100,000.
- 5.14 **SOCCCD: Adopt Resolution No. 12-25: Appropriations Limit for FY 2012-2013 (Gann Limit)**
Adopt resolution establishing the required State constitutional appropriations limit.
- 5.15 **SOCCCD: Bank and Investment Account Authorized Signatures**
Approve list of designees authorized to sign checks and initiate fund transfers for the District checking and investment bank accounts.
- 5.16 **SOCCCD: Award of Bid 297D: Removal of Hazardous Waste for Saddleback College and Irvine Valley College**
Approve a five year agreement with North State Environmental for removal of hazardous waste for Saddleback College and Irvine Valley College at an estimated annual amount of \$13,364 and \$5,657 respectively. The total contract amount is estimated at \$95,105.
- 5.17 **SOCCCD: Award of Bid 298D: Five Year Contract for Charter Bus Services for Saddleback College and Irvine Valley College**
Approve a five year contract with Pacific Coastway Charter Services, Inc. for charter bus services at Saddleback College and Irvine Valley College at an estimated annual amount of \$87,500. The total contract amount is estimated at \$437,500.
- 5.18 **SOCCCD: Five Year Construction Plan**
Approve the revision to the District's Order of Priority for the Five Year Construction Plan.
- 5.19 **SOCCCD: Bookstore Operation Agreements Amendment No. 1, Saddleback and Irvine Valley Colleges**
Approve amendment with Follett Higher Education Group to extend the existing contract to August 31, 2012.
- 5.20 **SOCCCD: Destruction of Class 3 Disposable Records**
Approve destruction of Class 3 disposable records in compliance with code.

- 5.21 **SOCCCD: Trustees' Requests for Attending Conferences**
Ratify requests for attending conferences.
- 5.22 **SOCCCD: Budget Amendment: Adopt Resolution No. 12-23 to Amend FY 2011-2012 Adopted Budget**
Adopt resolution to amend the FY 2011-2012 adopted budget.
- 5.23 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-04298 through P12-04537 amounting to \$1,254,123.98 and P13-00063 through P13-00204 amounting to \$3,592,495.41. Approve confirming requisitions dated May 2, 2012 through June 5, 2012 totaling \$117,067.55.
- 5.24 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations as detailed in the exhibit.
- 5.25 **SOCCCD: Payment of Bills**
Approve check no. 158603 through 159683 processed through the Orange County Department of Education, totaling \$5,471,857.34; and check no. 010382 through 010400, processed through Saddleback College Community Education, totaling \$43,582.43; and check no. 008992 through 009002, processed through Irvine Valley College Community Education, totaling \$99,813.49.
- 5.26 **SOCCCD: Gifts to the District and Foundations**
Approve the acceptance of donations.
- 5.27 **SOCCCD: May/June 2012 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Recess to a Public Hearing: Certification of the Program Environmental Impact Report (EIR) for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act (CEQA)**
Conduct a public hearing.
- 6.2 **SOCCCD: Resolution No. 12-24: Certification of the Program Environmental Impact Report (EIR) for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act (CEQA)**
Adopt resolution acknowledging all public testimony and certifying the

program and directing the District's consultant to file the Notice of Determination.

- 6.3 **SOCCCD: Adopt Resolution No. 12-26 to Approve 2011-2031 Educational and Facilities Master Plan (EFMP)**
Adopt resolution to approve the 2011-2031 Educational and Facilities Master Plan (EFMP) dated December 2011.
- 6.4 **SOCCCD: FY 2012-2013 Tentative Budget**
Approve the FY 2012-2013 tentative budget.
- 6.5 **Saddleback College and Irvine Valley College: Tentative FY 2012-2013 Student Government Budgets**
Approve tentative budgets as presented.
- 6.6 **SOCCCD: Maintenance Management and Facility Planning Software and Implementation**
Approve staff to finalize and execute contracts with SchoolDude, Alpha Facilities, Inc., Facilities Planning and Program Service, Inc. and the Foundation for California Community Colleges at a cost of \$703,620 for the first year and \$29,124 annual ongoing cost.
- 6.7 **SOCCCD: Board Policy Revision: BP-3220: Institutional Membership in Organization, BP-3101: Budget Management, BP-2100.1: Delegation of Authority to the Academic Senate**
Discussion/Approval
- 6.8 **SOCCCD: Board Policy Revision: BP-104: Student Member of the Board of Trustees, BP-166: Health Benefits-Board Members, BP-170: Board Member Absence from the State, BP-3205: Insurance, BP-3300: Gifts, BP-3600: Disposition of District Property, BP-3605: Employee Travel Program, BP-4205: Disciplinary Action of Classified Personnel, BP-5520: Accreditation**
Accept for review and study.
- 6.9 **Saddleback College: Management Reorganization**
Approve the proposed Saddleback College management reorganization. The proposed reorganization reclassifies two existing management positions to two deans and proposes to reorganize and re-class several other management positions in the college to provide more effective leadership and remain consistent with other district classifications.
- 6.10 **SOCCCD: Reorganization of College Administrative Structures – Administrator and Manager New Position Descriptions, Titles and Range Placement on the Integrated Salary Schedule**
Approve seven new position descriptions, titles and ranges.

- 6.11 **SOCCCD: SOCCCD Faculty Association Academic Employee Memorandum of Understanding**
Approve Memorandum of Understanding between SOCCCD and SOCCCD Faculty Association on Lecture and Laboratory Compensation.
- 6.12 **SOCCCD: Request to Rescind 2012-2013 Academic Year Sabbatical**
Approve request from Kay Ryals to rescind approval of sabbatical leave for the 2012-2013 academic year.
- 6.13 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Extension of Administrative Assignment, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Resignation/Retirement/Conclusion of Employment.
- 6.14 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Reorganization and/or Reclassification of Classified Positions, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.15 **SOCCCD: California School Employee Association Master Agreement**
Approve CSEA Tentative Agreement for the term July 1, 2012 to June 30, 2015 as presented.

7.0 REPORTS

- 7.1 **Saddleback College & Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 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: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through May 31, 2012.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund**
This report is for period ending May 31, 2012.

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.

- A. Saddleback College Academic Senate

- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Associate Vice Chancellor, Economic Development
- E. President, Irvine Valley College
- F. President, Saddleback College
- G. Vice Chancellor, Technology and Learning Services
- H. Vice Chancellor, Human Resources
- I. Vice Chancellor, Business Services
- J. Irvine Valley College Classified Senate
- K. California School Employees Association
- L. Saddleback College Classified Senate
- M. Associated Student Government, Saddleback College
- N. Associated Student Government, Irvine Valley College
- O. Police Officers Association

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

May 21, 2012 Regular Meeting of the Board of Trustees (Exhibit A)
and May 21, 2012 Special Meeting of the Board of Trustees (Exhibit B)

are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RONALD REAGAN BOARD OF TRUSTEES ROOM-RM 145
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
May 21, 2012**

PRESENT

Members of the Board of Trustees:

Nancy M. Padberg, President
T.J. Prendergast, Vice President
Marcia Milchiker, Clerk
Bill Jay, Member
David B. Lang, Member
Frank M. Meldau, Member
Heather Park, Student Member

Administrative Officers:

Gary Poertner, Chancellor
David Bugay, Vice Chancellor, Human Resources
Robert Bramucci, Vice Chancellor, Technology and Learning Services
Tod Burnett, President Saddleback College
Debra Fitzsimons, Vice Chancellor, Business Services
Randy Peebles, Associate Vice Chancellor, Economic Development
Glenn Roquemore, President Irvine Valley College

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 Employment (GC Section 54957) (3)
 - 1. Public Employee Employment (3)

- B. Conference with Labor Negotiators (GC Section 54957.6)
 - 1. SOCCCD Faculty Association
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 2. California School Employees Association (CSEA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 3. Police Officers Association (POA)
 - a. Agency Designated Negotiator: David Bugay, Ph.D.
 - 4. Administrators and Managers: Unrepresented Employees
 - a. Agency Designated Negotiator: Gary Poertner

- C. Conference with Real Property Negotiators (GC Section 54956.8)(1)
 - 1. Lease of Property by District: Portion of Saddleback College site: MG Promenade Apartments LLC, 28032 Marguerite Parkway, Mission Viejo
 - a. Agency Designated Negotiator: Debra Fitzsimons, Ph.D.

- D. Conference with Legal Counsel (GC Section 54956.9) (1)
 - 1. Anticipated Litigation/Significant Exposure to Litigation (GC Section 54956.9[b][1] and [b][3][C])
 - a. C.H. v. SOCCCD - claim rejection

RECONVENE OPEN SESSION: 6:00 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

At the April 30 meeting, the board reported approval in closed session of a three month leave of absence for a classified employee. That report was incorrect; the approval was for a one-month leave of absence.

On a 6-0 vote, the board approved an unpaid leave with benefits from May 28, 2012 through June 17, 2012 to a part-time classified employee.

On a 6-0 vote, the board approved an unpaid leave with benefits from May 28, 2012 through June 17, 2012 to a part-time classified employee.

On a 6-0 vote, the board approved an unpaid leave with benefits from May 28, 2012 through June 17, 2012 to a part-time classified employee.

On a 6-0 vote, the board rejected claim from a student against the district.

2.2 Invocation

Led by Trustee Bill Jay

2.3 Pledge of Allegiance

Led by Trustee David Lang

2.4 Resolutions / Presentations / Introductions

Swearing In: Student Trustee Heather Park
Resolution: Valerie Senior, Saddleback College Employee of the Year
Resolution: Barry Miller, Irvine Valley College Employee of the Year
Resolution: Patti Helton, District Services Employee of the Year
Resolution: Irvine Valley College Model United Nations Team,
2012 National Champions
Resolution: Irvine Valley College Speech and Debate Team,
2012 National Champions

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 Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Basic Aid Allocation Recommendation for FY 2012-2013

Presentation by Vice Chancellor Fitzsimons on the basic aid allocation recommendation process prior to incorporating basic aid recommendations into the Tentative Budget in June 2012.

Vice Chancellor Fitzsimons presented a report on Basic Aid allocation recommendation.

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.

Trustee Padberg requested to pull item 6.8 from the General Action items.

Trustee Prendergast requested to pull and vote separately on item 5.5 and item 5.6.

On a motion made by Trustee Jay and seconded by Trustee Lang, the balance of the consent calendar was approved on a 6-0 vote.

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

Approve minutes of a regular meeting held on April 30, 2012.

5.2 **Irvine Valley College: Forensics Team Activities 2012-13**

Approve participation of the Forensics Team and their coaches in the 2012-13 speech tournament schedule. Funding will be through the combined budget allocations of student government (ASIVC), department general fund, staff development, and the college Foundation, for a budget not to exceed \$54,100.

5.3 **Irvine Valley College: Award of Bid 295D: Bookstore Operations Agreement**

Approve a two year agreement with the option for three, one year extensions with Follett Higher Education Group for bookstore operations services. This is a revenue generating contract with benefits provided to the college equaling approximately \$370,000 annually and \$150,000 in a one-time contribution.

5.4 **Saddleback College and Irvine Valley College: Speakers**

Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

5.5 **SOCCCD: Revolving Cash Fund Signatures: Adopt Resolution No. 12-21**

Adopt resolution authorizing the District Director, Fiscal Services as designated custodian and signatory and Gary L. Poertner, Chancellor, and Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services as the designated alternate signatories of the revolving cash fund.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, this item was approved on a 6-0 vote.

5.6 SOCCCD: Renewal of Systems Maintenance Agreement for District-Wide Network Infrastructure

Approve renewal of maintenance agreement using CMAS Contract No. 3-08-70-0255Q with AT&T of Texas at a cost of \$155,461.

This item was approved on a 6-0 vote.

5.7 Saddleback College: Award of Bid 2003: Cafeteria Operation and Food Vending Services

Approve a three year agreement with two, one year extensions with S&B Foods for cafeteria operation services. This is a revenue contract with benefits provided to the college via catering, scholarships and commissions equaling approximately \$72,000 annually based on estimated sales and \$12,000 in a one-time contribution.

5.8 SOCCCD: Award of Bid 296D: Trash Collection Services

Approve a five year agreement with CR&R Incorporated for trash collection services. The estimated annual cost at Saddleback College is \$27,754, Irvine Valley College is \$12,346 and ATEP is \$2,074.

5.9 Saddleback College: Award of Bid 2003: Coffee Cart Operation Agreement

Approve a three year agreement with the option for two, one year extensions with The Drip Coffee for coffee cart services. This is a revenue contract with benefits provided to the college via donations and commissions equaling approximately \$20,400 annually based on estimated sales.

5.10 Saddleback College: East Bridge Replacement Project: Change Order No. 1 and Notice of Completion

Approve change order request decreasing the contract amount by \$65,284.37 with Griffith Company and authorize the filing of the Notice of Completion. The total revised contract amount is \$511,101.63.

5.11 Saddleback College: Substitution of Subcontractor: James B. Utt Memorial Learning Resource Center Renovation: Bowtile, Corp.

Approve the removal of Bowtile, Corp and its substitution by Universal Flooring Systems, Inc. at no impact on the cost of the project.

5.12 Saddleback College: Award of Bid 295D: Bookstore Operations Agreement

Approve a two year agreement with the option for three, one year extensions with Follett Higher Education Group. This is a revenue generating contract with benefits provided to the college equaling approximately \$600,000 annually and \$310,000 in a one-time contribution.

- 5.13 **SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting**
Adopt resolution 12-22 (Exhibit A) authorizing payment to Trustee Fuentes who was absent from the April 30, 2012 Meeting of the Board of Trustees.
- 5.14 **SOCCCD: Budget Amendment: Adopt Resolution No. 12-20 to Amend 2011-2012 Adopted Budget**
Adopt resolution to amend the 2011-2012 adopted budget.
- 5.15 **SOCCCD: Purchase Order/Confirming Requisitions**
Approve purchase orders processed in accordance with the general priorities of the adopted budget and numbered P12-04069 through P12-04296 amounting to \$940,343.31 and P13-00039 through P13-00062 amounting to \$117,320.06. Confirming requisitions dated April 11, 2012 through May 1, 2012 totaling \$61,642.62.
- 5.16 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations as detailed in the exhibit.
- 5.17 **SOCCCD: Payment of Bills**
Approve check no. No. 157880 through 158602 processed through the Orange County Department of Education, totaling \$5,745,913.16; and check no. 010372 through 010381, processed through Saddleback College Community Education, totaling \$3,484.27; and check no. 008985 through 008991, processed through Irvine Valley College Community Education, totaling \$47,999.05.
- 5.18 **SOCCCD: Gifts to the District and Foundations**
Approve the acceptance of donations.
- 5.19 **SOCCCD: April/May 2012 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Consolidated Elections for Members of Governing Boards**
Approve Resolution 12-19 to notify the Orange County Department of Education of the consolidated election specifications.

On a motion made by Trustee Jay and seconded by Trustee Lang this item was approved on a 6-0 vote.
- 6.2 **SOCCCD: Board Policy Revision: BP-5608: Tuition Refunds, BP-5605: Residence Determination, BP-4050: Employee Use of District**

Motor Vehicles

Discussion/Approval

On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 6-0 vote.

- 6.3 **SOCCCD: Board Policy Revision: BP-3220: Institutional Membership in Organizations, BP-3101: Budget Management, BP-2100.1: Delegation of Authority to the Academic Senate**
Accept for review and study.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6-0 vote.

- 6.4 **SOCCCD: Request to Rescind Spring 2013 Sabbatical**
Approve request from Richard White to rescind approval of sabbatical leave for the Spring 2013 semester.

On a motion made by Trustee Lang and seconded by Trustee Milchiker, this item was approved on a 6-0 vote.

- 6.5 **SOCCCD: Administrator and Manager New Position Description Titles and Range Placement on the Integrated Salary Schedule**
Approve new position descriptions, titles and ranges for administrators and managers.

On a motion made by Trustee Jay and seconded by Trustee Prendergast, this item was approved on a 6-0 vote.

- 6.6 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund.

On a motion made by Trustee Lang and seconded by Student Trustee Park, this item was approved on a 6-0 vote.

- 6.7 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Change of Status, Out of Class Assignments, Leave of Absence, Volunteers.

On a motion made by Trustee Lang and seconded by Trustee Jay, this item was approved on a 6-0 vote.

- 6.8 **SOCCCD: SOCCCD Police Officers Association Master Agreement**
Approve tentative agreement between the District and the SOCCCD POA for the period July 1, 2012 through June 30, 2015.

This item was pulled by administration.

7.0 **REPORTS**

- 7.1 **SOCCCD: Board Requested Report: Feasibility of Purchasing Manufactured Pool from Olympic Trials in Oklahoma for IVC**
The report provides information regarding the current status of the pool.
- 7.2 **Saddleback College and Irvine Valley College: Annual Accreditation Reports**
Annual accreditation reports for the Accrediting Commission for Community and Junior Colleges.
- 7.3 **SOCCCD, Saddleback College, Irvine Valley College, and Advanced Technology and Education Park: Mission Statements**
Annual review of the district and college mission statements.
- 7.4 **Saddleback College: Speakers**
A listing of speakers for events and/or classes at Saddleback College.
- 7.5 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.6 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.7 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through April 30, 2012.
- 7.8 **SOCCCD: Retiree (OPEB) Trust Fund**
This report is for period ending April 30, 2012.
- 7.9 **SOCCCD: List of Board Requested Reports**
The report is coordinated and prepared by the Office of the Vice Chancellor, Business Services.
- 7.10 **SOCCCD: Quarterly Investment Report**
This report is for the quarter ending on March 31, 2012.

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.

- A. Saddleback College Academic Senate
- B. Faculty Association
- C. Irvine Valley College Academic Senate
- D. Associate Vice Chancellor, Economic Development
- E. President, Irvine Valley College
- F. President, Saddleback College
- G. Vice Chancellor, Technology and Learning Services
- H. Vice Chancellor, Human Resources
- I. Vice Chancellor, Business Services
- J. Irvine Valley College Classified Senate
- K. California School Employees Association
- L. Saddleback College Classified Senate
- M. Associated Student Government, Saddleback College
- N. Associated Student Government, Irvine Valley College
- O. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 7:45 p.m. in memory of Trustee Tom Fuentes.



Gary L. Poertner, Secretary

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
RONALD REAGAN BOARD OF TRUSTEES ROOM-RM 145
HEALTH SCIENCES/DISTRICT OFFICES BLDG., SADDLEBACK COLLEGE**

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING
May 21, 2012**

CALL TO ORDER: Estimated Start Time: 7:00 P.M. or at the conclusion of the Regular meeting, whichever is later.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

Meeting was called to order at 7:45 p.m.

1.2 Public Comments

*Members of the public may address the Board on items set forth on the agenda. **Speakers are limited to up to two minutes each.***

One member of the public addressed the Board.

2.0 ACTION ITEM

2.1 Board Discussion and Consideration of Options Available to Fill Vacant Seat on the Board of Trustees

Trustee Jay made a motion to postpone a decision for one week. On a motion made by Trustee Jay and seconded by Trustee Padberg, this motion failed on a 2-3 vote with Trustee Jay and Trustee Padberg casting positive votes, Trustees Milchiker, Prendergast and Lang casting negative votes and Trustee Meldau abstaining.

Trustee Prendergast made a motion not to take action in which case Education Code dictates that the County Superintendent of Schools orders an election. On a motion made by Trustee Prendergast and seconded by Trustee Lang, this motion failed on a 2-3 vote with Trustees Prendergast and Lang casting positive votes, Trustees Jay, Padberg and Milchiker casting negative votes and Trustee Meldau abstaining.

Trustee Milchiker made a motion to appoint someone at a later date and to proceed with the appointment process. On a motion made by Trustee Milchiker and seconded by Trustee Jay, this motion carried on a 4-2 vote with Trustees Jay, Milchiker and Padberg casting a positive vote, Trustees Prendergast and Lang casting negative votes and Trustee Meldau abstaining. Per SOCCCD Board Policy 126, *"Board members may abstain from voting on a motion; the abstention will be counted with the affirmative vote on the motion."*

ADJOURNMENT

The meeting was adjourned at 8:09 p.m. in memory of Trustee Tom Fuentes.

A handwritten signature in blue ink, appearing to read "G. Poertner".

Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College for Rapidtech: Grant Acceptance, H-1B Technical Skills Training Grant: Orange County Bridge to Engineering with the City of Santa Ana Workforce Investment Area

ACTION: **Approval**

BACKGROUND

In June 2011, Saddleback College was invited to be part of a larger Southern California consortia including Santa Ana Workforce Investment Board, Santa Ana College, UCI, CSUF, and others which submitted a grant application in response to a request for proposals requested on behalf of the Department of Labor, Employment and Training Administration for H-1B Technical Skills Training Grants, CFDA Number 17.268. The proposal supports the development and implementation of an Orange County Bridge to Engineering (B2E) program. Saddleback College's Rapidtech will host the Summer Engineering Institute (SEI) component of the grant award. Rapidtech's six week SEIs will feature advanced manufacturing technologies such as 3D printing, along with opportunity for B2E students to apply the math and engineering skills and concepts learned in the classroom.

STATUS

In October 2011, the Department of Labor notified the City of Santa Ana Workforce Investment Board of its intent to award the B2E consortia. In turn, the City of Santa Ana began contract preparation activities with the consortia partners, and on April 4th 2012 notified Saddleback College's Rapidtech of its' intent to sub-award \$316,600 for the period December 1, 2011 through November 30th, 2015 to fund the project efforts as presented in Exhibit A. In order to accomplish the goals identified in Exhibit A, Rapidtech will develop the Summer Engineering Institute and begin implementing the program summer 2013.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this sub-award of \$316,600 from the City of Santa Ana for the H-1B Technical Skills Training Grant: Orange County Bridge to Engineering.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE**

- () GRANT APPLICATION ABSTRACT
- (x) GRANT ACCEPTANCE ABSTRACT
- () GRANT RENEWAL ACCEPTANCE ABSTRACT
- () REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** Bridge to Engineering Summer Engineering Institute
2. **PROJECT DIRECTOR:** Ed Tackett
3. **PROJECT ADMINISTRATOR:** Don Busche
4. **GRANTOR AGENCY:** City of Santa Ana
5. **FUNDING SOURCE:** Department of Labor, H-1B Technical Skills Training Grant
6. **STARTING AND ENDING DATES OF THE PROJECT:** December 1, 2011-November 30, 2015.
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

RapidTech at Saddleback College will address the goals of the Department of Labor, H-1B Technical Skills Training grant through the development and implementation of the Bridge to Engineering (B2E) Summer Engineering Institute (SEI) program. The RapidTech SEI program will consist of a six week seminar featuring advanced manufacturing technologies such as 3D printing, along with opportunities for B2E students to apply the math and engineering skills and concepts learned in the classroom. Program development will begin fall 2012 with Summer Engineering Institute sessions starting summer 2013.

8. SUMMARY BUDGET

| Grant Award | In Kind Matching | Indirect Costs | Project Total |
|--------------------|-------------------------|-----------------------|----------------------|
| \$316,600 | | | \$316,600 |

9. APPROVALS



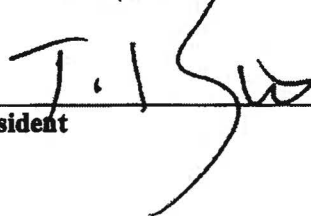
Division/School Dean

Chancellor



Vice President of Instruction

Vice Chancellor of Learning Services



President



Director of Fiscal Services

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

| | GRANT (Amount) | MATCHING* (In-Kind/Actual) | SOURCE OF MATCH (Partnership/ College/Vendor) |
|--|---------------------------|---------------------------------------|--|
| 1000 Certificated Salaries | \$ 188,400 | | |
| 2000 Classified Salaries | | | |
| 3000 Benefits | \$21,600 | | |
| 4000 Supplies | \$65,000 | | |
| 5000 Contracted Services and Other Expenses | \$14,600 | | |
| 6000 Capital Outlay | \$27,000 | | |
| Other Charges (e.g.: Indirect Costs) | | | |
| TOTALS | \$ 316,600 | | |

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

| <u>Positions</u> | <u>Full-Time</u> | <u>Part-Time</u> | <u>New</u> | <u>Existing</u> |
|------------------|------------------|------------------|------------|-----------------|
| 1. Faculty | [] | [X] | [X] | [X] |

PARTNERSHIPS (if applicable)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Grant Acceptance for the County of Orange Health Care Agency, for Training Services to Meet the Mental Health Needs of the Deaf Community

ACTION: Approval

BACKGROUND

In May, 2011 Saddleback College submitted a concept proposal in response to a request for proposals for innovative programs providing mental health training, issued by the County of Orange Health Care Agency. Saddleback proposed the development and implementation of an optional program of study focused on training deaf persons in providing mental health services for the deaf community. Saddleback currently offers a Mental Health Worker Certificate, and the deaf services specialty will be a part of the current program, which is housed within the Division of Health Sciences and Human Services. The Health Sciences and Human Services Division will begin offering classes by fall 2012.

STATUS

On January 13, 2012, the County of Orange notified the College of its intent to award contract number MA-042-12011150 for \$229,000 for the period July 1, 2012 through June 30, 2014 to fund the project efforts as presented in Exhibit A. In order to accomplish the goals identified in Exhibit A, Saddleback will implement an innovative optional program of study within the current Mental Health Worker Certificate program for training of deaf persons and/or sign language fluent persons as mental health workers who will provide mental health services to the deaf community. A consultant will be engaged to assist with enhancements to the current Mental Health Worker Certificate program, part-time faculty will be hired to teach the course and a program specialist will be utilized to assist in program implementation and administrative support.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept this award for \$229,000 from the County of Orange Health Care Agency for contract number MA-042-12011150.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE

- () GRANT APPLICATION ABSTRACT
- (x) GRANT ACCEPTANCE ABSTRACT
- () GRANT RENEWAL ACCEPTANCE ABSTRACT
- () REVISIONS TO ACCEPTANCE ABSTRACT



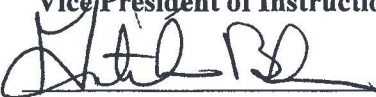


1. PROJECT TITLE: Training Services to Meet the Mental Health Needs of the Deaf Community
2. PROJECT DIRECTOR: Donna Rane-Szostak
3. PROJECT ADMINISTRATOR: Donna Rane-Szostak
4. GRANTOR AGENCY: County of Orange Health Care Agency
5. FUNDING SOURCE: County of Orange
6. STARTING AND ENDING DATES OF THE PROJECT: July 1, 2012—June 30, 2014
7. EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):

Saddleback College will address the goals of the County of Orange Health Care Agency through the implementation of an innovative optional program of study for training of deaf and/or sign language fluent persons as mental health workers who will provide mental health services to the deaf community. Saddleback currently offers a Mental Health Worker Certificate, and the deaf services specialty will be a part of the current program, which is housed within the Division of Health Sciences and Human Services. The Health Sciences and Human Services Division will begin offering classes by fall 2012.

8. SUMMARY BUDGET

| Grant Award | In Kind Matching | Indirect Costs | Project Total |
|-------------|------------------|----------------|---------------|
| \$229,000 | | \$10,000 | \$229,000 |

9. APPROVALS

| | |
|--|---|
|  <hr/> Division/School Dean | <hr/> Chancellor |
|  <hr/> Vice President of Instruction | <hr/> Vice Chancellor of Learning Services |
|  <hr/> Director of Planning, Research & Grants |  <hr/> Director of Fiscal Services |
|  <hr/> President | |

EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

| | GRANT (Amount) | MATCHING* (In-Kind/Actual) | SOURCE OF MATCH (Partnership/ College/Vendor) |
|--|--------------------------|--------------------------------------|---|
| 1000 Certificated Salaries | \$ <u>78,000</u> | | |
| 2000 Classified Salaries | \$ <u>45,000</u> | | |
| 3000 Benefits | \$ <u>10,000</u> | | |
| 4000 Supplies | \$ <u>18,000</u> | | |
| 5000 Contracted Services and Other Expenses | \$ <u>42,000</u> | | |
| 6000 Capital Outlay | \$ <u>26,000</u> | | |
| Other Charges <i>(e.g.: Indirect Costs)</i> | \$ <u>10,000</u> | | |
| TOTALS | \$ <u>229,000</u> | | |

*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

PROJECT PERSONNEL (reflects the Expenditure Detail above)

| <u>Positions</u> | <u>Full-Time</u> | <u>Part-Time</u> | <u>New</u> | <u>Existing</u> |
|----------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| 1. Clerical support | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Faculty | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

PARTNERSHIPS (if applicable)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Cafeteria Operation and Food Vending Services
Amendment No.1

ACTION: Approval

BACKGROUND

On May 21, 2012, the Board of Trustees approved a five year agreement for the Cafeteria Operations and Food Vending Services with S & B Foods at Saddleback College beginning July 1, 2012.

STATUS

The current vendor, Newbeginnings, indicated they anticipated a financial hardship if they were to open the cafeteria between the start of summer session on June 18, 2012, and completion of their contract on June 30, 2012, and requested their contract be terminated on June 8, 2012.

This arrangement will expedite the transition between the existing vendor and the new vendor. S & B Foods has agreed to begin mobilizing on June 9, 2012 and open for business by June 18, 2012.

Saddleback College has agreed this is in the best interest of the college and recommends approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No.1 to the agreement (EXHIBIT A) with S & B Foods to begin mobilizing on June 9, 2012 and open for business by June 18, 2012.

**AMENDMENT #1 TO THE
AGREEMENT FOR SADDLEBACK COLLEGE
CAFETERIA OPERATION AND FOOD VENDING SERVICES**

THIS AMENDMENT shall modify the original agreement dated July 1, 2012, by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT," and **S & B FOODS** hereinafter referred to as "CONTRACTOR"

WHEREAS, Article XII of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of the parties by written modification only; and

WHEREAS by mutual consent of the parties it is determined in the best interest to begin mobilizing on June 9, 2012, and open for business on June 18, 2012; and

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby amended to allow for mobilization from June 9, 2012 to June 17, 2012 with business opening on June 18, 2012, under the same terms and conditions of the original agreement.

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

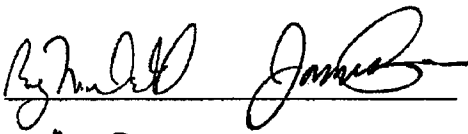
"DISTRICT"
South Orange County
Community College District

"CONTRACTOR"
S & B Foods

By: _____

Title: _____

Date: _____

By:  _____

Title: owner _____

Date: 6/4/12 _____

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College: Food Services Agreement Amendment No. 3
ACTION: Approval

BACKGROUND

On June 22, 2009, the Board of Trustees approved an agreement with Newbeginnings, Inc. for cafeteria services at Saddleback College. On September 26, 2011, the Board approved an amendment to this agreement for one year renewal under the same terms and conditions from July 1, 2011 to June 30, 2012.

On May 21, 2012, the Board of Trustees approved a five year agreement for the Cafeteria Operations and Food Vending Services with S & B Foods at Saddleback College beginning July 1, 2012.

STATUS

The current vendor, Newbeginnings, indicated they anticipated a financial hardship if they were to open the cafeteria between the start of summer session on June 18, 2012, and completion of their contract on June 30, 2012, and requested their contract be terminated on June 8, 2012.

This arrangement will expedite the transition between the existing vendor and the new vendor. Saddleback College has agreed this is in the best interest of the college and recommends approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 3 (EXHIBIT A) to the agreement with Newbeginnings to terminate their contract on June 8, 2012.

**AMENDMENT #3 TO THE
FOOD SERVICES AGREEMENT
FOR
SADDLEBACK COLLEGE**

THIS AMENDMENT shall modify the original agreement dated July 1, 2009, by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT," and **Newbeginnings, Inc.**, hereinafter referred to as "CONTRACTOR"

WHEREAS, Article XXIII of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of the parties by written modification only; and

WHEREAS, Article II of the original agreement provides for an option for renewal, under the same terms and conditions, for an additional one-year period; and

WHEREAS the DISTRICT and the CONTRACTOR signed an Amendment to the Agreement extending the services to June 30, 2012; and

WHEREAS by mutual consent of the parties it is determined in the best interest to terminate the Agreement on June 8, 2012; and

WHEREAS both parties have agreed to perform a close out site walk to confirm that all contract completion requirements have been met; and

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby completed on June 8, 2012 under the same terms and conditions of the original agreement.

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

"DISTRICT"
South Orange County
Community College District

"CONTRACTOR"
Newbeginnings, Inc.

By: _____

Title: _____

Date: _____

By:  _____

Title: President/CEO _____

Date: 05/31/12 _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: James B. Utt Memorial Learning Resource Center Renovation Project: Amendment No. 2 to Inspector of Record Scope of Work

ACTION: Approval

BACKGROUND

On April 26, 2010, the Board of Trustees approved an agreement with Joyce Inspections and Testing, Inc. to provide DSA Inspector of Record services for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College for \$256,824. On February 27, 2012, the Board approved Amendment No. 1 in the amount of \$60,000, equaling a total of \$316,824. During the course of the work increased inspection was required due to contractor delay.

STATUS

Additional inspections were required beyond the scope of the original consultant proposal and agreement (EXHIBIT A) for an amount of \$80,000.00, equaling a total of \$396,824. A portion of the costs will be back-charged to the contractor.

Staff recommends approval of additional inspection.

Funds are available in the project budget which is \$21,124,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 2, EXHIBIT A, to Joyce Inspections and Testing, Inc., DSA Inspector of Record's scope of work to incorporate required inspection for an amount of \$80,000 with the revised contract amount of \$396,824 for the James B. Utt Memorial Learning Resource Center Renovation project at Saddleback College.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

**AMENDMENT NO. 2
TO DSA INSPECTOR OF RECORD SERVICES AGREEMENT
JAMES B. UTT MEMORIAL LEARNING RESOURCE CENTER RENOVATION
SADDLEBACK COLLEGE**

June 25 2012

THIS AMENDMENT shall modify the original agreement dated May 3, 2010, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **JOYCE INSPECTIONS AND TESTING, INC., 371 Magnolia Street, Costa Mesa, CA 92627** hereinafter referred to as "CONSULTANT."

WHEREAS, Article 19, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 3, establishes the compensation of the agreement at \$256,824.00; and

WHEREAS, the scope of services has been increased to include additional inspection services; and

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

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

1. Article 3, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional inspection as follows:

| | |
|---|---------------|
| ORIGINAL AGREEMENT AMOUNT: | \$ 256,824.00 |
| AMENDMENT NO. 1 | 60,000.00 |
| FIXED FEE FOR ALL SERVICES AS DESCRIBED HEREIN: | 80,000.00 |
| REVISED CONTRACT AMOUNT: | \$ 396,824.00 |

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

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Joyce Inspection & Testing, Inc.

By: _____

Dr. Debra L. Fitzsimons

Title: Vice Chancellor, Business Services

Date: _____

By: _____

Title: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Community Education,
Fall 2012

ACTION: **Approval**

BACKGROUND

The South Orange County Community College District is known for offering high-quality Community Education programs for its residents. By providing non-credit programs and fee-based classes, Saddleback College and Irvine Valley College perform an important community service and fulfill a vital part of their mission. Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by the Saddleback College and Irvine Valley College Community Education departments for the Fall Semester 2012. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College and Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit A (Saddleback College) and Exhibit B (Irvine Valley College).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Fall 2012 Community Education courses, presenters, and compensation as presented in Exhibits A and B.

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - FALL 2012

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|-------------------------------|-------------|------------------------|--------------|--------|
| Adult | Acting Classes | 8/1 - 12/19 | Jonelle Allen (E) | 50% net | \$175 |
| | Acting Classes | 8/1 - 12/19 | Maria Mayenzet (E) | 50% net | \$175 |
| | Adapted Hiking & Camping | 8/1 - 12/19 | Pam Patterson (E) | 50% net | \$118 |
| | Adapted Yoga & Pilates | 8/1 - 12/19 | Pam Patterson (E) | 50% net | \$118 |
| | Adaptive Recreation: Leaders | 8/1 - 12/19 | Pam Patterson (E) | 50% net | \$99 |
| | Are You the Next Inventor | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Art | 8/1 - 12/19 | Jennifer Garey (E) | 50% net | \$94 |
| | Artist Co-op | 8/1 - 12/19 | Staff (E) | Hourly | \$59 |
| | Bare Fit | 8/1 - 12/19 | Roxanne Bell (E) | 50% net | \$90 |
| | Basic Skills Classes | 8/1 - 12/19 | Larry Perez (E) | Hourly | \$99 |
| | Basic Skills Classes | 8/1 - 12/19 | Patrick Quigley (E) | Hourly | \$99 |
| | Basic Skills Health Care (Gra | 8/1 - 12/19 | Health Sciences Div. | TBD | Grant |
| | Be Your Own Private Investig | 8/1 - 12/19 | Jim Harriger (E) | 50% net | \$39 |
| | Become A Professional Train | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Behind the Wheel | 8/1 - 12/31 | Driving Concepts (I) | Rates/Day | Varies |
| | Blogging | 8/1 - 12/19 | Robert Cohen (I) | 50% net | \$39 |
| | Brewing Basics | 8/1 - 12/19 | Matthew Johnson (E) | 50% net | \$99 |
| | Build Your Own Website For | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Business Classes | 8/1 - 12/19 | Michelle Berquist (I) | 50% net | \$175 |
| | Business Expo | 8/1 - 12/19 | Business Science Div. | Varies | Varies |
| | CA Real Estate License | 8/1 - 12/19 | Barbara Cox (E) | 5% gross | Varies |
| | CA Real Estate License | 8/1 - 12/19 | Martin Welc (E) | 5% Gross | Varies |
| | CA Real Estate License | 8/1 - 12/19 | Rockwell Institute (I) | 10% gross | Varies |
| | Cake Decorating | 8/1 - 12/19 | Jennifer Jensen (I) | 50% net | \$59 |
| | California Notary | 8/1 - 12/19 | Thomas Peavyhouse (I) | 50% net | \$70 |
| | California Notary Loan Doc | 8/1 - 12/19 | Thomas Peavyhouse (I) | 50% net | \$70 |
| | Capturing The Essence | 8/1 - 12/19 | Ralph Velasco (I) | 50% net | \$69 |
| | Cashing In On Your Ideas | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | CBEST Testing | 8/1 - 12/19 | BTPS (I) | 60% gross | \$259 |
| | Cloud Computing | 8/1 - 12/19 | Belma Johnson € | 50% net | \$39 |
| | Clutterology | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Coaching, Consulting, & Trai | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Create a 2nd Income | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Dance Classes | 8/1 - 12/19 | Kaylaa Fox (I) | 40-45% gross | \$50 |
| | Digital Photography Classes | 8/1 - 12/19 | Parry Shoemaker (E) | 50% net | \$65 |
| | Ebay® Classes | 8/1 - 12/19 | Frances Greenspan (I) | 50% net | \$65 |
| | Eclectic Persia | 8/1 - 12/19 | CALINK Institute (I) | 50% net | \$79 |
| | Entertaining | 8/1 - 12/19 | Farla Binder (E) | 50% net | \$49 |
| | ePublishing For iPad | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Feng Shui | 8/1 - 12/19 | Kartar Diamond (I) | 50% net | \$49 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - FALL 2012

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|------------------------------|-------------|------------------------------|---------------|-------------|
| | First Time Homeowner | 8/1 - 12/19 | Ryan Hrisca (I) | 50% net | \$50 |
| | Floral Design | 8/1 - 12/19 | Theresa Hoefnagels (I) | 50% net | \$39 |
| | Framing Classes | 8/1 - 12/19 | Susan Unoura (E) | 50% net | \$49-55 |
| | French Classes | 8/1 - 12/19 | Nancy Allah (E) | 50% net | \$79 |
| | Golf Classes | 8/1 - 12/19 | Emil Scodeller (E) | 50% net | \$97 |
| | Green Your Business or Home | 8/1 - 12/19 | Christina Schwerdtfeger (E) | 50% net | \$39 |
| | Growing the Family Business | 8/1 - 12/19 | Keanon Alderson (I) | 50% net | \$49 |
| | Guitar Classes | 8/1 - 12/19 | Ron Gorman (E) | 60% net | \$90 |
| | Harmonica Classes | 8/1 - 12/19 | David Broida (E) | 50% net | \$39 |
| | Hollywood 2.0 | 8/1 - 12/19 | Belma Johnson (E) | 50% net | \$49 |
| | HVAC Technician Certificate | 8/1 - 12/31 | Gatlain Educational Services | | \$3,095 |
| | Hypnotherapist Certification | 8/1 - 12/19 | Balaji Nettimi (E) | 50% net | \$799 |
| | Hypnotherapist Certification | 8/1 - 12/19 | California Mind Inst. (I) | 50% net | \$799 |
| | Internet Dating | 8/1 - 12/19 | April Braswell (E) | 50% net | \$59 |
| | Internet Marketing | 8/1 - 12/19 | Robert Cohen (I) | 50% net | \$39 |
| | Investment Bootcamp/Money | 8/1 - 12/19 | Jalon O'Connell (E) | 50% net | \$49 |
| | Investment Strategies | 8/1 - 12/19 | Charlie Goffin (E) | 50% net | \$39 |
| | Iphones, I pads...And Lost | 8/1 - 12/19 | Robert Cohen (I) | 50% net | \$39 |
| | Italian Classes | 8/1 - 12/19 | CALINK Institute (I) | 50% net | \$105 |
| | Japanese For Business | 8/1 - 12/19 | Alpine Tutoring (I) | 50% net | \$99 |
| | Japanese For Travelers | 8/1 - 12/19 | Alpine Tutoring (I) | 50% net | \$99 |
| | Job Searching | 8/1 - 12/19 | Robert Cohen (I) | 50% net | \$39 |
| | Journalism/Media | 8/1 - 12/19 | Belma Johnson (E) | 50% net | \$39 |
| | Leave A Legacy | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Letterpress Workshop | 8/1 - 12/19 | Karen Taylor (E) | 50% net | \$175 |
| | Make-Up Classes | 8/1 - 12/19 | Christina Gaudy (I) | 50% net | \$90 |
| | Mandarin For Business | 8/1 - 12/19 | Alpine Tutoring (I) | 50% net | \$99 |
| | Mastering Your Money | 8/1 - 12/19 | Jalon O'Connell (E) | 50% net | \$49 |
| | Mastering Your Travel | 8/1 - 12/19 | Ralph Velasco (I) | 50% net | \$69 |
| | Motorcycle Rider Training | 8/1 - 12/31 | Saddleback Rider Training | Rates Per Day | \$100-235/c |
| | Mystery Shopping | 8/1 - 12/19 | Elaine Moran (E) | 50% net | \$49 |
| | Notary Exam Only | 8/1 - 12/19 | Thomas Peavyhouse (I) | 50% net | \$25 |
| | Online Digital Publishing | 8/1 - 12/19 | Randeleigh Harris (E) | 50% net | \$129 |
| | On-Line No-Credit Classes | 8/1 - 12/31 | Education To Go (I) | \$55-\$175pp | \$94-299 |
| | PC Boot Camp | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$275 |
| | PC Boot Camp Adv. Topics | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$105 |
| | PC Boot Camp Access | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$105 |
| | PC Boot Camp Express | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$275 |
| | PC Boot Camp More Photos | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$105 |
| | PC Boot Camp Photoshop | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$105 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - FALL 2012

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|-------------------------------|---------------|-------------------------|---------------|-----------|
| | PC Boot Camp Spectacular F | 8/1 - 12/19 | Bill Napoli (E) | 50% net | \$105 |
| | PC's Performance | 8/1 - 12/19 | Robert Cohen (I) | 50% net | \$39 |
| | Pharmacy Technician Trng | 8/1 - 12/19 | Boston Reed (I) | 50% net | \$2,720 |
| | Piano Classes | 8/1 - 12/19 | Robert Laughlin (I) | 50% net | \$45-75 |
| | Proctoring Services | 8/1 - 12/19 | In-House Services (E) | pp | \$50-75 |
| | Professional Organizer | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Professional Speaking for the | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Property Management | 8/1 - 12/19 | Stephen Dexter (E) | 50% net | \$49 |
| | QR Codes For Business | 8/1 - 12/19 | Carol Chambers (E) | 50% net | \$39 |
| | Real Estate Workshops | 8/1 - 12/19 | Robert Kehiayan (I) | 50% net | \$49 |
| | Retirement Classes | 8/1 - 12/19 | David Brown (I) | 50% net | \$49 |
| | Screenprinting Workshop | 8/1 - 12/19 | Karen Taylor (E) | 50% net | \$175 |
| | Screenwriting Classes | 8/1 - 12/19 | Adam Coplan (E) | 50% net | \$100 |
| | Self-Publishing | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Six-Figure Speaking | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Social Media Strategies | 8/1 - 12/19 | Renee Gurley (E) | 50% net | \$59 |
| | Songwriting | 8/1 - 12/19 | Ron Gorman (E) | 60% net | \$90 |
| | Speed Spanish | 8/1 - 12/19 | Chris Lincke (E) | 50% net | \$59 |
| | Speed Spanish | 8/1 - 12/19 | Memory School (I) | 50% net | \$59 |
| | Stained Glass for Beginners | 8/1 - 12/19 | Greg Atwood (I) | 50% gross | \$120 |
| | Start Home-Based Business | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Supervisor's Series/Leadersh | 8/1 - 12/19 | Irv Gamal (I) | 50% net | \$57 -365 |
| | Survival Skills In the Office | 8/1 - 12/19 | Nancy Miller (E) | 50% net | \$39 |
| | Test Preparation | 8/1 - 12/31 | Princeton Review (I) | Rates/dy | Varies |
| | The 99-Cent Gourmet | 8/1 - 12/19 | Mike Rounds (E) | 50% net | \$39 |
| | Threading A to Z | 8/1 - 12/19 | Holly Mikhael (E) | 50% net | \$150 |
| | Threading A to Z | 8/1 - 12/19 | Sameira Mikhael (E) | 50% net | \$150 |
| | Tips & Tricks: Digital Org. | 8/1 - 12/19 | Randeleigh Harris (E) | 50% net | \$129 |
| | Travel Tours/Multi-Day Trips | 8/1 - 1/15/13 | Good Times Travel (I) | pp | pp |
| | TV/Writing | 8/1 - 12/19 | Belma Johnson (E) | 50% net | \$39 |
| | Veterans Art Project (Grant) | 8/1 - 12/19 | Steve Dilley (E) | \$68.84/hr | Grant |
| | Voice Acting - Beg/Adv | 8/1 - 12/19 | Patrick Helmsletter (E) | 50% net | \$250 |
| | What Were You Born to Do? | 8/1 - 12/19 | Curtis Adney (E) | 50% net | \$59 |
| | Wine Classes | 8/1 - 12/19 | David Francisco (E) | 50% net | \$90 |
| | Writing/Journalism/Media | 8/1 - 12/19 | Belma Johnson (E) | 50% net | \$49 |
| | Zumba® | 8/1 - 12/19 | Ilknure Erbas-White (E) | 50% net | \$5/class |
| CFK | Academic Chess | 8/1 - 12/31 | Academic Chess - Adam | 50% net | \$159 |
| | Acting Classes | 8/1 - 12/31 | Jonelle Allen (E) | 50% net | \$175 |
| | Acting Classes | 8/1 - 12/31 | Maria Mayenzet (E) | 50% net | \$175 |
| | Art Classes | 8/1 - 12/31 | Jan Wood (E) | \$29/hr+bonus | \$105 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - FALL 2012

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|-------------------------------|-------------|------------------------------|---------------|--------|
| | Art Classes | 8/1 - 12/31 | Nancy Larragoiti (E) | \$28/hr+bonus | \$105 |
| | Baseball Skills Clinic | 8/1 - 12/31 | Sommer McCartney (E) | 50% net | \$136 |
| | Basic Skills Classes | 8/1 - 12/31 | Larry Perez (E) | Hourly | \$99 |
| | Basic Skills Classes | 8/1 - 12/31 | Patrick Quigley (E) | Hourly | \$99 |
| | Cake Decorating For Kids | 8/1 - 12/31 | Jennifer Jensen (I) | 50% net | \$126 |
| | CFK Onsite Subsitute/Tutor | 8/1 - 12/31 | Staff (E) | \$28/hr+bonus | Varies |
| | Computers/Techno- Science | 8/1 - 12/31 | Computer Explorers (I) | pp | \$175 |
| | Digital Scrapbooking | 8/1 - 12/31 | Randeleigh Harris (E) | 50% net | \$136 |
| | Future Millionaires And Junio | 8/1 - 12/31 | Joshua Ballard (E) | 50% net | \$115 |
| | Golf Classes | 8/1 - 12/31 | Emil Scodeller (E) | 50% net | \$79 |
| | Guitar Classes | 8/1 - 12/31 | Ron Gorman (E) | 60% net | \$90 |
| | Junior Gauchos Fun Club | 8/1 - 12/31 | Staff (E) | Hourly | \$50 |
| | Kaplan Test Prep | 8/1 - 12/31 | Kaplan (I) | Rates Per Day | Varies |
| | Kartooning | 8/1 - 12/31 | William Wood (E) | \$29/hr+bonus | \$105 |
| | Keyboarding Classes | 8/1 - 12/31 | Joyce Quade (E) | 50% net | \$136 |
| | KidTricity | 8/1 - 12/31 | William Wood (E) | \$29/hr+bonus | \$159 |
| | Language Classes/Tutoring | 8/1 - 12/31 | Alpine Tutoring (I) | pp | \$99 |
| | Life Science Classes | 8/1 - 12/31 | Shaun Burke (E) | \$28/hr+bonus | \$140 |
| | Main Stage Kids | 8/1 - 12/31 | Fine Arts Div. | 50% net | \$575 |
| | Main Stage Kids | 8/1 - 12/31 | Katie Rubin (E) | Hourly | \$575 |
| | Main Stage Kids/Jungle Book | 8/1 - 12/31 | Katie Rubin (E) | Hourly | \$375 |
| | Main Stage Kids/Jungle Book | 8/1 - 12/31 | Fine Arts Div. | 50% net | \$575 |
| | Make-Up Classes | 8/1 - 12/31 | Christina Gaudy (I) | 50% net | \$90 |
| | Manners Classes | 8/1 - 12/31 | Laura Little (E) | 50% net | \$110 |
| | Math Classes | 8/1 - 12/31 | Daryl Johannsen (E) | \$29/hr+bonus | \$99 |
| | Math Classes | 8/1 - 12/31 | Jennifer Pidgeon-Pagliei (E) | \$29/hr+bonus | \$99 |
| | Math Classes | 8/1 - 12/31 | Young Choi (E) | \$29/hr+bonus | \$99 |
| | Math Classes | 8/1 - 12/31 | Justine Lawson (E) | \$29/hr+bonus | \$99 |
| | Math Classes | 8/1 - 12/31 | Mary Boland (E) | \$29/hr+bonus | \$99 |
| | Modeling & Style | 8/1 - 12/31 | Tara Meyer (E) | \$29/hr+bonus | \$120 |
| | Music and Theatre For Kids | 8/1 - 12/31 | Fine Arts Div. | TBD | \$145 |
| | Music and Theatre For Kids | 8/1 - 12/31 | Katie Rubin (E) | Hourly | \$145 |
| | Music Classes | 8/1 - 12/31 | Valerie Geller (E) | \$28/hr+bonus | \$126 |
| | Natural A's | 8/1 - 12/31 | Curtis Adney (E) | 50% net | \$49 |
| | Piano For Children | 8/1 - 12/31 | Kirill Gliadkovsky (E) | \$400 | \$150 |
| | Princess Ballet | 8/1 - 12/31 | Roxanne Bell (E) | 50% net | TBD |
| | Reading Classes | 8/1 - 12/31 | John Uhlman (E) | \$29/hr+bonus | \$99 |
| | SAT Prep | 8/1 - 12/31 | Kathy Song (E) | 50% net | Varies |
| | Science Classes | 8/1 - 12/31 | Mad Science (I) | pp | \$175 |
| | Sewing Classes | 8/1 - 12/31 | Laurie Murphy Klein (E) | 50% net | \$100 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District

SADDLEBACK COLLEGE

COMMUNITY EDUCATION NON-CREDIT PROGRAM - FALL 2012

| PROGRAM | ACTIVITY TITLE | DATES | PRESENTER | HONORARIA | FEE |
|---------|---------------------------|-------------|--------------------------|---------------|------------|
| | Spanish For Youth | 8/1 - 12/31 | CALINK Institute (I) | 50% net | \$105 |
| | Sports Classes | 8/1 - 12/31 | Nick Trani (E) | 50% net | \$140 |
| | Sports Classes | 8/1 - 12/31 | Staff (E) | 50% net | \$140 |
| | Study Strategies Classes | 8/1 - 12/31 | Chris Lincke (E) | 50% net | \$70 |
| | Study Strategies Classes | 8/1 - 12/31 | Jason Turney (E) | \$29/hr+bonus | \$99 |
| | Study Strategies Classes | 8/1 - 12/31 | John Uhlman (E) | \$29/hr+bonus | \$99 |
| | Study Strategies Classes | 8/1 - 12/31 | TBD (E) | \$29/hr+bonus | TBD |
| | Teens Road To Safety | 8/1 - 12/31 | Teens Road2Safety (I) | Rates/Day | Varies |
| | Test Preparation | 8/1 - 12/31 | Princeton Review (I) | Rates/Day | Varies |
| | Theatre Classes | 8/1 - 12/31 | Tara Meyer (E) | \$29/hr+bonus | \$39 |
| | Writing Classes | 8/1 - 12/31 | John Uhlman (E) | \$29/hr+bonus | \$99 |
| | Writing Classes | 8/1 - 12/31 | Nancy D'Aleo- Russey (I) | 50% net | \$109 |
| | Writing/English Classes | 8/1 - 12/31 | Mara Calabretta-Dawson | \$28/hr+bonus | \$99 |
| | Young Americans World Tou | 8/1 - 12/31 | Young Americans (I) | \$185/pp | \$235 |
| | Youth And The Law | 8/1 - 12/31 | Martine Wehr (E) | 10% Gross | \$100 |
| | Youth Aquatics | 8/1 - 12/31 | Pete Cosmakos (I) | 60% net | \$110-190 |
| | Youth Film/Media Classes | 8/1 - 12/31 | IncrediFlix (I) | \$127pp | \$175 |
| | Youth Onsite Programs | 8/1 - 12/31 | Staff (E) | Rates/Day | \$70 - 150 |
| | Zumbatomic® For Kids | 8/1 - 12/31 | Kelly Coutras (E) | 50% net | \$126 |

(E) Employee

(I) Independent Contractor

South Orange County Community College District

IRVINE VALLEY COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Late Summer/Fall 2012

| <i>COURSE TITLE</i> | <i>DATES</i> | <i>INSTRUCTOR</i> | <i>HONORARIA</i> | <i>FEE</i> |
|----------------------------|---------------------|--------------------------|-------------------------|-------------------|
| 2-Day Film School | 9/1-12/31/12 | Dov Simens | 50% gross | \$395 |
| Academic Test Prep | 9/1-12/31/12 | Kathy Song | 50% gross | \$129 |
| Aquatic Fitness | 9/1-12/31/12 | Barbara Stockler | 70% gross | \$20 |
| Art Courses | 9/1-12/31/12 | Natasha Shoro | 70% gross | \$60 |
| Art Courses | 9/1-12/31/12 | Annette Hernandez | 70% gross | \$45 |
| Art Courses | 9/1-12/31/12 | Pam Schader | 70% gross | \$26-\$38 |
| Art Courses | 9/1-12/31/12 | Steve Wang | 70% gross | \$60 |
| Art Courses | 9/1-12/31/12 | Teresa Fernald | 70% gross | \$30 |
| Art Courses | 9/1-12/31/12 | Donna Hanna-Chase | 70% gross | \$30 |
| Auto Wholesale course | 9/1-12/31/12 | Ronald Williams | 50% gross | \$89 |
| Band Rehearsal/Performance | 5/22-12/31/12 | Cindy Ellis | 70% gross | \$30 |
| Band Rehearsal/Performance | 9/1-12/31/12 | Bill Nicholls | 70% gross | \$30 |
| Band Rehearsal/Performance | 9/1-12/31/12 | Ed Peterson | 70% gross | \$30 |
| Band Rehearsal/Performance | 9/1-12/31/12 | Peter Fournier | 70% gross | \$30 |
| Business Courses | 9/1-12/31/12 | Asim Khan | 50% gross | \$39-\$59 |
| Business Courses | 9/1-12/31/12 | Greg Sullivan | 50% gross | \$99-\$299 |
| Business Courses | 9/1-12/31/12 | John Bulman | 50% gross | \$30 |
| Business Courses | 9/1-12/31/12 | Baruch Valenzuela | 50% gross | \$250-\$599 |
| Business Management | 9/1-12/31/12 | Gene Konstant | 50% gross | \$29-\$159 |
| Catering Courses | 9/1-12/31/12 | Daphne Manning | 50% gross | \$45 |
| Child Care Provider Course | 9/1-12/31/12 | Elisha Valentine | 50% gross | \$99 |
| Choral Music | 9/1-12/31/12 | Cecilia Kim | 70% gross | \$20 |
| Comedy Workshop | 9/1-12/31/12 | Steve Klasky | 50% gross | \$35 |
| Computer Classes | 9/1-12/31/12 | Fleur Fong | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Sharon Fong | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Barbara Grane | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Alan Kennard | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Geoff Luis | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Louise Records | 70% gross | \$30-\$99 |
| Computer Classes | 9/1-12/31/12 | Vazi Okhandiar | 60% gross | \$45-\$299 |
| Computer Classes | 9/1-12/31/12 | Alberto Ortiz | 50% gross | \$129-\$299 |
| Cooking Course | 9/1-12/31/12 | Susan Miller | 70% gross | \$20-\$130 |
| Country Line Dancing | 9/1-12/31/12 | Ida Stuart | 70% gross | \$20 |
| Creative Writing | 9/1-12/31/12 | Jeffrey Briar | 70% gross | \$45 |
| Dayan Qigong | 9/1-12/31/12 | Joanna Schoon | 70% gross | \$30 |
| Dayan Qigong | 9/1-12/31/12 | Judith Shields | 70% gross | \$30 |

*=per person

| COURSE TITLE | DATES | INSTRUCTOR | HONORARIA | FEE |
|-------------------------------------|--------------|-----------------------|---------------------------------------|---------------|
| Divorce Options | 9/1-12/31/12 | Tracy McKenney | 50% gross | \$69 |
| E-Bay Courses | 9/1-12/31/12 | Carolyn Jacinto | 50% gross | \$95-\$225 |
| Employee Benefits Training | 6/5-12/31/12 | Susan Bock | 50% gross | \$350 |
| Film Genres | 9/1-12/31/12 | Kathryn Kramer | 70% gross | \$20-\$30 |
| Financial Management | 9/1-12/31/12 | Alex Agahi | 50% gross | \$99 |
| Fitness Courses | 9/1-12/31/12 | Beejay Janiga | 70% gross | \$25-\$40 |
| Fitness Courses | 9/1-12/31/12 | Becki Rigali | 70% gross | \$15-\$25 |
| Fitness Courses | 9/1-12/31/12 | Carrie Henderson | 70% gross | \$30-\$85 |
| Fitness Courses | 9/1-12/31/12 | Eugenia Lane | 70% gross | \$20-\$30 |
| Fitness Courses | 9/1-12/31/12 | Fleur Fong | 70% gross | \$38 |
| Fitness Courses | 9/1-12/31/12 | Lisa Messenger | 70% gross | \$15-\$20 |
| Fitness Courses | 9/1-12/31/12 | Nargues Jackie Ovadia | 70% gross | \$20 |
| Fitness Courses | 9/1-12/31/12 | Renee Fiore-Burton | 70% gross | \$20-\$29 |
| Fitness Courses | 9/1-12/31/12 | Sandra Casado | 70% gross | \$30 |
| Floral Design | 9/1-12/31/12 | Mina Asidrad | 50% gross | \$60 |
| Geri-Fit Courses | 9/1-12/31/12 | Fran Fisher | 50% gross | \$20-\$80 |
| GolfNosis | 9/1-12/31/12 | Doug Juola | 50% gross | \$49 |
| Grant Writing | 9/1-12/31/12 | Wiley Brown | 50% gross | \$49 |
| Green Courses | 9/1-12/31/12 | Jenna Wadsworth | 50% gross | \$25-\$50 |
| Internet/Web Certificate Courses | 9/1-12/31/12 | Rich Talmo | IVC receives \$100-300*pp | \$599-\$4,500 |
| Internet/Web Courses | 9/1-12/31/12 | Rich Talmo | IVC receives \$29-\$160 *pp | \$49-\$1,299 |
| Investment Courses | 9/1-12/31/12 | Johnathan Lopez | 50% gross | \$75 |
| Investment Management | 9/1-12/31/12 | Richard Meyerson | 70% gross | \$25-\$50 |
| Language Classes | 9/1-12/31/12 | Alicia Migliarini | IVC receives 50% gross | \$79 |
| LEED Training/Test Prep | 9/1-12/31/12 | Grant McGregor | IVC receives \$800-\$1600 per session | \$595-\$795 |
| Make-Up 101 and 102 | 9/1-12/31/12 | Michele VonEntress | 50% gross | \$350 |
| Mathematical & Physical Engineering | 5/22-8/9/12 | Jack Appleman | 75% gross | \$25 |
| Mathobotix STEM Courses | 6/18-9/1/12 | Kumar Ramajayam | 70% gross | \$161-\$259 |
| Medical Courses | 9/1-12/31/12 | Wendy Flint | IVC receives \$500-\$550 *pp | \$2,695 |
| Music Courses | 9/1-12/31/12 | Carol Lippert | 70% gross | \$30 |
| Music Courses | 9/1-12/31/12 | Louise Jacobs | 70% gross | \$20-\$30 |
| Natural Science Courses | 9/1-12/31/12 | Victor Leipzig | 70% gross | \$10-\$299 |
| Online Notary | 9/1-12/31/12 | CA School of Notaries | IVC receives \$40 *pp | \$99 |
| Online Personal Enrichment Courses | 9/1-12/31/12 | Mike Rounds | 50% gross | \$99 |
| Personal Enrichment Courses | 9/1-12/31/12 | LeeAnne Krusemark | 50% gross | \$29-\$99 |
| Personal Enrichment Courses | 9/1-12/31/12 | Mike Rounds | 50% gross | \$39 |
| Personal Enrichment Courses | 9/1-12/31/12 | Nancy Miller | 50% gross | \$39 |
| Personal Training Courses | 9/1-12/31/12 | Kim Ganoach | IVC receives \$100 *pp | \$499 |
| Photography | 9/1-12/31/12 | Stephen Burns | 70% gross | \$75-\$135 |
| Photography | 9/1-12/31/12 | Michael Ramirez | 70% gross | \$75-\$95 |

* =per person

| COURSE TITLE | DATES | INSTRUCTOR | HONORARIA | FEE |
|-----------------------------------|---------------|---------------------|------------------------------------|-------------|
| Practical Living | 9/1-12/31/12 | Michael Ramirez | 70% gross | \$110 |
| Property Management Courses | 9/1-12/31/12 | Steve Dexter | 50% gross | \$59 |
| Public Speaking | 9/1-12/31/12 | Nick Lazaris | 50% gross | \$39 |
| Quilting | 9/1-12/31/12 | Carolyn Caverly | 70% gross | \$48 |
| Reading/Writing/Test Prep Courses | 9/1-12/31/12 | Ioan Sersea | 50% gross | \$149 |
| Real Estate Courses | 9/1-12/31/12 | Marshall Reddick | 35% gross | \$49-\$79 |
| Relaxation and Meditation | 9/1-12/31/12 | Fatemeh Maleki | 50% gross | \$60-\$100 |
| Retirement Planning Courses | 9/1-12/31/12 | Andrew Gordon | IVC receives \$20 *pp, \$5 spouse | \$49-\$54 |
| Safety Courses | 9/1-12/31/12 | Sabrina Bradley | 65% gross | \$25-\$50 |
| Screenwriting Courses | 9/1-12/31/12 | Mark Sevi | 50% gross | \$75-\$150 |
| Self Improvement (studies) | 9/1-12/31/12 | Curtis Adney | 65% gross | \$55-\$59 |
| Small Group Tutoring | 9/1-12/31/12 | IVC Tutors TBA | IVC receives \$10-\$80 per session | \$79 |
| Social Badminton | 9/1-12/31/12 | Helen Tung | 50% gross | \$45-\$60 |
| Social Dance Courses | 9/1-12/31/12 | Kaylaa Fox | 60% gross | \$30-\$60 |
| Social Dance Courses | 9/1-12/31/12 | Sandra Casado | 70% gross | \$32-\$75 |
| Social Security Courses | 9/1-12/31/12 | Michele Young | 50% gross | \$25-\$49 |
| Tai Chi | 9/1-12/31/12 | Sebastian Caramagno | 70% gross | \$25 |
| Tai Chi | 9/1-12/31/12 | Joanna Schoon | 65% gross | \$60-\$90 |
| Tap Dance | 9/1-12/31/12 | Dorothy Bregozzo | 70% gross | \$45 |
| Tap Dance | 9/1-12/31/12 | Marge Forehan | 70% gross | \$45 |
| Tennis Classes | 9/1-12/31/12 | Ivans Collas | 50% gross | \$40-\$100 |
| Tennis Classes | 9/1-12/31/12 | Ross Duncan | 50% gross | \$40-\$100 |
| Wedding Planning | 9/1-12/31/12 | Sam Torres | 50% gross | \$200-\$500 |
| Writing Courses | 9/1-12/31/12 | Janet Gavin | 50% gross | \$30-\$125 |
| Yoga | 9/1-12/31/12 | Jeffrey Briar | 70% gross | \$20 |
| Yoga | 9/1-12/31/12 | Kathyrn Burns | 70% gross | \$25 |
| Yoga | 9/1-12/31/12 | Mikki Michele | 70% gross | \$36-\$60 |
| Yoga | 9/1-12/31/12 | Ruthe Gluckson | 70% gross | \$25 |
| Zumba | 6/18-12/31/12 | Ilknur Erbas-White | 75% gross | \$20-\$40 |

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley 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 the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

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 and Dr. Glenn R. Roquemore, Presidents*

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> |
|---------------------------------|--|----------------------------|---------------------|--|
| | | | | |
| | | | | |

IRVINE VALLEY 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> |
|---------------------------------|--|--|--|--|
| 5/18/12 5:00pm | Dr. Glenn Roquemore, President | Keith Rhodes, CEO Big Brothers and Big Sisters of OC and IE | IVC Commencement Speaker | \$500; ASIVC |
| 9/21/12 7:00pm | Dr. Jerry Rudmann, Psychology 1 | Dr. Phil Zimbardo | My Journey from Understanding Evil to Inspiring Heroism | \$2,500; plus up to \$500 travel expenses: ASIVC and National Psi Beta Honor Society |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD, Saddleback College, IVC, and ATEP: Vision and Mission Statements

ACTION: Review and Study

BACKGROUND

The accreditation standards recommend periodic reviews of all mission statements. As recommended, SOCCCD, Saddleback College, Irvine Valley College (IVC), and the Advanced Technology and Education Park (ATEP) annually review their mission statements and report revisions to the Board of Trustees at the May meeting of each academic year.

STATUS

The SOCCCD vision and mission statements will be reviewed each year by the District-wide Planning Council.

On May 8, 2012, the Saddleback College Consultation Council reviewed the college vision and mission statements as part of their 2010-2013 Strategic Plan. The Consultation Council recommended to President Burnett that no changes be made to the college vision and mission statements. President Burnett concurred with the Consultation Council's recommendation.

The Irvine Valley College vision and mission statements went through a thorough review by the Academic Senate on Dec. 8, 2011, and the college's strategic planning committees in order to further align it with the college's mission. As a result, the revised vision and mission statements (Exhibit A) were approved by the Strategic Planning Oversight and Budget Development Committee (SPOBDC) on December 7, 2011 and the College Council on December 14, 2011.

The SOCCCD and ATEP vision and mission statements are reviewed each year by the District-wide Planning Council. Following the annual review by the Board of Trustees at the May meeting, revisions to the SOCCCD and ATEP vision and mission statements were proposed, discussed and unanimously approved at the District-wide Planning Council retreat on May 30, 2012.

The current vision and mission statements for SOCCCD, Saddleback College, Irvine Valley College, and ATEP are presented in Exhibit A.

RECOMMENDATION:

The Chancellor recommends that the Board of Trustees accept for review and study the revised SOCCCD, Irvine Valley College, and ATEP vision and mission statements as outlined in Exhibit A.

Item submitted by: *Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents; Dr. Robert Bramucci, Vice Chancellor; Dr. Randy Peebles, Associate Vice Chancellor*

South Orange County Community College District

VISION

South Orange County Community College District will be a leader in exemplary teaching and learning, student success and community partnerships.

MISSION

South Orange County Community College District provides a dynamic and innovative learning environment dedicated to student success and economic growth of the region.

Saddleback College

VISION

Saddleback College will be the first choice of students who seek a dynamic, innovative, and student-centered postsecondary education.

MISSION

Saddleback College enriches its students and the south Orange County community by providing a comprehensive array of high-quality courses and programs that foster student learning and success in the attainment of academic degrees and career technical certificates, transfer to four-year institutions, improvement of basic skills, and lifelong learning.

Irvine Valley College

VISION

Irvine Valley College provides students avenues for success through premier educational standards, exceptional services, and dynamic partnerships.

MISSION

Irvine Valley College is committed to student success. The College is devoted to student learning through exemplary teaching, integrated support services, effective stewardship, and continued accessibility in a diverse community.

Advanced Technology and Education Park

VISION

The Advanced Technology & Education Park (ATEP) will be a premier economic and workforce development site for the region.

MISSION

The Advanced Technology & Education Park (ATEP) provides development opportunities for Irvine Valley College and Saddleback College as well as land use partners to support community, business and industry workforce development needs.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Life Science Building: Change Order No. 5

ACTION: Approval

BACKGROUND

The Board of Trustees approved funding from basic aid for the Irvine Valley College Life Sciences project for a total project budget of \$24,861,000. On April, 25, 2011, the Board of Trustees approved a contract with Edge Development Inc. for construction in the amount of \$11,387,287. Previously approved change orders decreased the amount by \$36,895 for a revised contract amount of \$11,350,392.

STATUS

Exhibit A describes the required modifications contained in Change Order Requests (COR) numbers 7.1, 11.2, 73.1, 90, 100, 113, 114, 119, and 127. Approval of this change order No. 5 will result in an increase of \$82,022.34 in the total project cost.

The total change to the contract does not exceed the 10% limit allowed by Public Contract Code. Approval will bring the revised contract to \$11,432,414.34.

Funds are available within the approved project budget which is \$24,861,000. 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 (COR) numbers 7.1, 11.2, 73.1, 90, 100, 113, 114, 119, and 127 for the Irvine Valley College Life Sciences project as described in EXHIBIT A and authorize staff to execute the corresponding change order with the contractor which will result in an increase of \$82,022.34 in the total project cost. The revised contract amount is \$11,432,414.34.

Bid #303

Board Change Order #5

June 25 2012

| Bid # | BID PACKAGE DESCRIPTION | CONTRACTOR | CONTRACT AMOUNT | Previously Approved COR's | BCO # 4 COR Total | REVISED CONTRACT AMOUNT |
|-------|-------------------------|---|-----------------|---------------------------|-------------------|-------------------------|
| 303 | General Contractor | Edge Development Inc | \$11,387,287.00 | -\$36,895.00 | \$82,022.34 | \$11,432,414.34 |
| | | 27368 Via Industria, Suite 101 Temecula, CA 92590 | TOTAL | 11,387,287.00 | | 11,432,414.34 |

| COR No. | Date | Description | Requested | Status | Amount | Time Extension |
|---------|-----------|---|---------------|----------|-------------|----------------|
| 7.1 | 4/27/2012 | FCD 002 - Roof plan connection detail revision | by architect | reviewed | \$3,588.00 | 0 |
| 11.2 | 4/26/2012 | T&M to locate existing 8" water main | by contractor | reviewed | \$5,302.71 | 0 |
| 73.1 | 5/4/2012 | RFP 006 - Storm filter hatch change | by owner | reviewed | \$3,613.76 | 0 |
| 76.1 | 4/26/2012 | Trench plate rental costs for extended duration | by owner | reviewed | \$3,234.31 | 0 |
| 90 | 4/27/2012 | RFI 301 - Added electrical outlets in room 104 | by architect | reviewed | \$2,511.99 | 0 |
| 100 | 5/1/2012 | T&M to backfill saddle location in parking lot | by owner | reviewed | \$3,016.61 | 0 |
| 113 | 5/7/2012 | RFI 147 - Boiler room door change | by owner | reviewed | \$1,966.42 | 0 |
| 114 | 5/7/2012 | RFP 007 - Additional power and data to room 112 & 103 | by owner | reviewed | \$5,580.59 | 0 |
| 119 | 5/18/2012 | RFP 3.1 - Add reclaimed water to building restrooms | by owner | reviewed | \$51,434.25 | 0 |
| 127 | 5/11/2012 | RFI 351, 375 - Add additional fire sprinklers | by architect | reviewed | \$1,773.70 | 0 |

TOTAL THESE CHANGE ORDER REQUESTS

\$82,022.34

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: ATEP: Building 524 - Remediation and Demolition, Change Order No. 1
ACTION: Approval

BACKGROUND

On April, 22, 2004, the Board of Trustees approved funding from basic aid for ATEP Demolition. On January 23, 2012, the Board of Trustees approved a construction contract for ATEP Building 524 – Remediation and Demolition for \$88,000 with Interior Demolition, Inc.

STATUS

Exhibit A describes the required modifications contained in Change Order Requests (COR) No. 1. Approval of this COR will result in a decrease of \$20,000 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 \$68,000.

Funds are available within the approved project budget which is \$7,000,000. Other costs covered by this project budget include additional demolition phases, architectural fees, inspections, and testing.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order Request No. 1 for ATEP Building 524 – Remediation and Demolition as described in EXHIBIT A and authorize staff to execute the corresponding change order with the contractor which will result in a decrease of \$20,000 in the total project cost. The revised contract total amount is \$68,000.

ATEP Building 524 Remediation and Demolition

Exhibit A

Board Change Order #1

June 25, 2012

| Bid # | BID PACKAGE DESCRIPTION | CONTRACTOR | CONTRACT AMOUNT | Previously Approved COR's | BCO #1 COR Total | REVISED CONTRACT AMOUNT |
|--------------|-------------------------|---------------------------|------------------|---------------------------|------------------|-------------------------|
| 8 | General Contractor | Interior Demolition, Inc. | \$88,000.00 | \$0.00 | -\$20,000.00 | \$68,000.00 |
| TOTAL | | | 88,000.00 | | | 68,000.00 |

| COR No. | Date | Description | Requested | Status | Amount |
|---------|----------|----------------------------------|---------------------|----------|---------------|
| 1 | 6/7/2012 | Deduction of Allowance Remainder | by college/district | reviewed | (\$20,000.00) |

TOTAL THESE CHANGE ORDER REQUESTS

-\$20,000.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: ATEP: Building 524 – Remediation and Demolition, Notice of Completion

ACTION: Approval

BACKGROUND

On April, 22, 2004, the Board of Trustees approved funding from basic aid for ATEP Demolition. On January 23, 2012, the Board of Trustees approved a construction contract for ATEP Building 524 – Remediation and Demolition for \$88,000 with Interior Demolition, Inc.

STATUS

Staff recommends that a Notice of Completion (Exhibit A) be filed for the ATEP Building 524 – Remediation and Demolition project.

Funds are available in the approved basic aid project budget which is \$7,000,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize the filing of the Notices of Completion attached as Exhibit A Building 524 – Remediation and Demolition at ATEP to Interior Demolition, Inc. for a final contract amount of \$68,000. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, CA 92692

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is Owner of the property hereinafter described, caused improvements to be made to said property to wit: BUILDING 524 – REMEDIATION AND DEMOLITION PROJECT at ATEP, Bid No. 13 the contract for the doing of which was heretofore entered into the 8th day of March, 2012, which contract was made with INTERIOR DEMOLITON INC. as Contractor; that said improvements were completed on the 6th day of June, 2012, and accepted by formal action of the governing board of said District on the 25th day of June, 2012, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above named Contractor is the Philadelphia Indemnity Insurance Company that the property hereinafter referred to and on which said improvements were made is described as follows:

ATEP
15445 LANSDOWNE
TUSTIN, CA 92782

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Gary L. Poertner
Chancellor

STATE OF CALIFORNIA]] ss.
COUNTY OF ORANGE]

Gary L. Poertner, being first duly sworn, deposes and says:

That he is Secretary of the Board of Trustees of the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of the County of Orange;

That the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;

That he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Gary L. Poertner Dated _____
Chancellor

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on
this _____ day of _____, 20____,
by Gary L. Poertner, Chancellor
proved to me on the basis of satisfactory evidence to
be the person who appeared before me.

Signature

(Seal)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Memorandum of Understanding with CSUF Auxillary Services Corporation, Transfer of Fossil Collection

ACTION: Approval

BACKGROUND

In 1997, Irvine Valley College (IVC) accepted a collection of baleen whale, shark and related fossils as part of an arrangement between the college, The Irvine Company, the City of Irvine and The Keith Companies. The collection was discovered in Bonita Canyon, Irvine as part of a construction project. IVC does not have the resources or expertise to curate and display to the public such an expansive collection. This collection has provided IVC instructional staff some limited opportunities for student exposure to such a collection.

The Cooper Center, a partnership between O.C. Parks and Cal State Fullerton, has created a curational facility for the County's Archaeology/Paleontology Collection. The center is committed to the preservation, curation, and management of fossils and artifacts collected within the County and to preserve the natural and cultural history of Orange County.

STATUS

It is proposed that the SOCCCD transfer the collection, along with the storage containers and related collection documentation, to California State University at Fullerton (CSUF) Auxiliary Services Corporation in cooperation with the County of Orange for safe keeping, curation and eventual public display. CSUF, through the CSUF Auxiliary Services Corporation, will assign the responsibility for the collection storage and curation to the John D. Cooper Archaeological and Paleontological Curation Center (Cooper Center). The cost for assuming this responsibility is \$100,000.

Funding is available through the Basic Aid BAARC recommended 2012-13 budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement (Exhibit A) to transfer ownership and all future responsibility, and to provide a one-time storage, curation and exhibit fee of \$100,000 for the whale and shark fossil collection to the California State University at Fullerton Auxiliary Services Corporation.

*Item Submitted by: Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services
Dr. Randy W. Peebles, Assoc. Vice Chancellor, Eco. Development*

MEMORANDUM OF UNDERSTANDING

by and between
CSUF Auxiliary Services Corporation (on behalf of The Cooper Center)
and between
South Orange County Community College District

This Memorandum of Understanding (“MOU”) is entered into between **CSU Fullerton Auxiliary Services Corporation** (hereinafter referred to as “INSTITUTION”), and the **South Orange County Community College District** (hereinafter referred to as “DISTRICT”).

The research project contemplated by this Agreement is of mutual interest and benefit to both Parties. INSTITUTION and DISTRICT hereby acknowledge and agree to the following terms and conditions.

TERMS AND CONDITIONS

1. Scope of Work

BOTH PARTIES shall be responsible for the activities listed below and shall use reasonable efforts to perform the tasks substantially in accordance with the terms and conditions of this MOU.

DISTRICT will transport two cargo containers holding the Planning Area 26 whale locality fossil specimens (Material) and the supporting collection documentation titled “Report of Paleontological Salvage of the Fossil Whale Locality in Planning Area 26, City of Irvine, Orange County, CA” to the John D. Cooper Center Archeological and Paleontological Center. The fossils will be accessioned into the County of Orange collection in perpetuity and curated and prepared by the Cooper Center a division of the INSTITUTION under contract with the County of Orange for the preservation and curation of County archaeological and paleontological resources. The ultimate intent is to prepare and display the collection as educational exhibits.

The Material covered by this agreement, once delivered, will be considered accepted by the INSTITUTION “As Is” and with all defects. The INSTITUTION understands, acknowledges and agrees that no warranties of fitness for any particular purpose are made or are to be implied in this transaction. The DISTRICT shall in no way be responsible for the Material’s proposed use and service and the INSTITUTION hereby waives all rights of refusal and return of the Material.

Nothing in the Agreement shall be construed to limit the freedom of the INSTITUTION and its researchers, whether participants in this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with other parties.

Upon Material delivery and execution of Transfer of Funds, the DISTRICT shall have no further responsibility for the collection or obligation to CSUF, the Cooper Center or the County of Orange.

2. Principal Contacts

The principal contacts for this instrument are provided below.

For: INSTITUTION

Program:

Dr. Robert Koch

Acting Dean

College of Natural Sciences & Math

rkoch@fullerton.edu

Administrative:

Frank Mumford, CEO

CSUF Auxiliary Services Corporation

fmumford@fullerton.edu

For: DISTRICT

Program:

Dr. Randy Peebles

Associate Vice Chancellor

Economic Development

rpeebles@socccd.edu

Administrative:

Dr. Debra L. Fitzsimons

Vice Chancellor

Business Services

dfitzsimons@socccd.edu

3. Transfer of Funds

In performance of the activities, DISTRICT shall provide funds in the amount of \$100,000.00 to INSTITUTION to support the care, preparation, and future use of the collection.

Full amount of funding will be provided to INSTITUTION upon execution of this MOU, whichever comes first.

4. Indemnification

INSTITUTION shall indemnify and hold harmless DISTRICT its officers, employees and representatives from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the INSTITUTION, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the DISTRICT.

DISTRICT shall indemnify and hold harmless INSTITUTION, California State University Fullerton, Trustees of the California State University, the State of California, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the DISTRICT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the INSTITUTION.

5. Severability.

Should any part, term, or provision of this MOU, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or

unenforceable part, term, or provision shall be deemed stricken and severed from this MOU. Any and all of the other terms of this MOU shall remain in full force and effect.

6. Entire Agreement

This Agreement, including any referenced documentation and references, constitutes the entire Memorandum of Understanding and supersedes any other written or oral representations, statements negotiations, or agreements.

7. Termination.

The terms of this Agreement shall be considered complete upon transfer of the material and funds. Obligations for accession into the County of Orange collection are considered in perpetuity and the full responsibility of the INSTITUTION.

IN WITNESS THEREOF, the parties have executed this MOU on the dates set forth below.

FOR: INSTITUTION

FOR: DISTRICT

Name: Frank Mumford
Title: Executive Director

Name: Deborah Fitzsimons
Title: Vice Chancellor
Business Services

Date

Date

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Adopt Resolution No. 12-25: Appropriations Limit for 2012-2013 (Gann Limit)

ACTION: Approval

BACKGROUND

Pursuant to Article XIII-B of the Constitution and Chapter 1205, Statutes of 1980, all community college districts are required to complete an annual appropriation limit ("Gann Limit"). That appropriation limit is adjusted annually for colleges in price index, population, and other factors as applicable.

STATUS

In accordance with Government Code Section 7910, an appropriation limit of \$225,150,981 has been calculated for fiscal year 2012-2013. The appropriations subject to the limit is \$150,024,000, well under the limit. The documentation used in determining this limit has been made available to the public in the Office of the Vice Chancellor, Business Services, for fifteen (15) days prior to the adoption of this Resolution, and is attached as EXHIBIT A.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution 12-25 as presented in EXHIBIT B, establishing the required State constitutional appropriations limit for fiscal year 2012-2013 for the South Orange County Community College District.

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2012-2013 Fiscal Year

DISTRICT NAME: South Orange County DATE: 6/25/2012

| | | |
|--|------------------|-----------------------|
| I. 2012-2013 APPROPRIATIONS LIMIT: | | |
| A. 2011-2012 Limit | | <u>\$ 219,207,080</u> |
| B. Price factor for 2012-2013: | 1.0377 | |
| C. Population factor: | | |
| 1. 2010-2011 Second Period Actual FTES | <u>28,127.23</u> | |
| 2. 2011-2012 Second Period Actual FTES | <u>27,840.47</u> | |
| 3. 2012-2013 Population change factor (line C.2. divided by line C.1.) | <u>0.9898</u> | |
| D. 2011-2012 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.) | | <u>\$ 225,150,981</u> |
| E. Adjustments to increase limit: | | |
| 1. Transfers in of financial responsibility | <u>\$ -</u> | |
| 2. Temporary voter approved increases | <u>-</u> | |
| 3. Total adjustments - increase | | <u>\$ -</u> |
| Sub-Total | | |
| F. Adjustments to decrease limit: | | |
| 1. Transfers out of financial responsibility | <u>\$ -</u> | |
| 2. Lapses of voter approved increases | <u>-</u> | |
| 3. Total adjustments - decrease | | <u>\$ -</u> |
| G. 2012-2013 Appropriations Limit | | <u>\$ 225,150,981</u> |
| II. 2012-2013 APPROPRIATIONS SUBJECT TO LIMIT: | | |
| A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence) | | <u>\$ -</u> |
| B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) | | <u>1,246,216</u> |
| C. Local Property taxes | | <u>148,753,784</u> |
| D. Estimated excess Debt Service taxes | | <u>-</u> |
| E. Estimated Parcel taxes, Square Foot taxes, etc. | | <u>-</u> |
| F. Interest on proceeds of taxes | | <u>24,000</u> |
| G. Local appropriations from taxes for unreimbursed State, court, and federal mandates | | <u>-</u> |
| H. 2012-2013 Appropriations Subject to Limit | | <u>\$ 150,024,000</u> |

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Bank and Investment Account Authorized Signatures
ACTION: Approval

BACKGROUND

The Board of Trustees authorizes personnel to sign checks and initiate fund transfers for the District checking and investment bank accounts.

STATUS

EXHIBIT A details all designees who are authorized to sign checks and initiate fund transfers for the listed bank accounts. Future changes to authorized signers will be brought to the Board as needed.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve (EXHIBIT A) authorizing individuals to be approved as presented.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Bank Accounts and Signatories**

| ACCOUNT NAME | Bank/Investment Company | NATURE OF ACCOUNT | AUTHORIZED SIGNER |
|---|--|--------------------------|--|
| Associated Student Body | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Depository/Cash Clearing Account | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Irvine Valley College Community Education | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Saddleback College Community Education | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Student Financial Aid Fund Federal and State Programs | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Irvine Valley College Foundation | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord, Glenn Roquemore, Richard Morley, Davit Khachatryan |
| Saddleback College Foundation | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord, Tod Burnett, Carol Hilton, Donald L. Rickner |
| Foundation, District | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Trustee For Federal Perkins Loan Fund | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Revolving Cash Fund | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Donor Designated Scholarship Fund Student Loan Fund | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Workers Compensation (Keenan & Assoc.) | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Advance Technology and Education Park Foundation | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Property & Liability (Keenan & Assoc.) | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| District CAL Grant Funds | WELLS FARGO BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Perkins Loan Fund | CITY NATIONAL BANK | Checking | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |
| Irvine Valley College Foundation Endowment A/C | WELLS FARGO BANK | Endowment Investment | Debra Fitzsimons, Kimberly R. McCord, Richard Morley, Glenn Roquemore |
| Irvine Valley College Foundation Investment A/C | WELLS FARGO BANK | General Investment | Debra L. Fitzsimons, Kim McCord, Richard Morley, Glenn Roquemore |
| Saddleback College Foundation Investment | MORGANSTANLEY SMITHBARNEY | General | Debra L. Fitsimons, Kimberly R. McCord, Karen Bronson |
| Saddleback College Foundation Endowment | MORGANSTANLEY SMITHBARNEY | Endowment Investment | Debra L. Fitsimons, Kimberly R. McCord, Karen Bronson |
| Associated Student Body | SCHOOLS FIRST CREDIT UNION | Cert. of Deposit | Debra L. Fitsimons, Kimberly R. McCord, Karen Bronson |
| Local Agency Investment Funds | STATE OF CALIF OFFICE OF THE TREASURER | Savings | Gary Poertner, Debra L. Fitsimons, Kimberly R. McCord |
| Angels Division of Saddleback College Foundation | U.S. BANK | Checking | Kate Realista, Judith Morton, Debra L. Fitzsimons, Kimberly R. McCord |
| Saddleback College Foundation | SOUTH COUNTY BANK | Savings | Gary Poertner, Debra L. Fitzsimons, Kimberly R. McCord |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Award of Bid 297D: Removal of Hazardous Waste for Saddleback College and Irvine Valley College

ACTION: Approval

BACKGROUND

The current South Orange County Community College District agreement for the Removal of Hazardous Waste for Saddleback College and Irvine Valley College expires on June 30, 2012.

STATUS

The advertisement for Bid No. 297D, Removal of Hazardous Waste for Saddleback College and Irvine Valley College was published on April 24, and May 1, 2012. On May 22, 2012, four vendors provided bids. Staff applied the current usage to the proposed prices to arrive at an equal comparison. (Exhibit A)

The lowest bid meeting all specifications was submitted by North State Environmental. Saddleback College and Irvine Valley College facilities departments evaluated the proposals and recommends contract award for five years. The Presidents supports the recommendation. Saddleback College annual costs are estimated at \$13,364. Irvine Valley College annual costs are estimated at \$5,657.

Funds will be budgeted in the College's operating budgets.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a five year agreement (Exhibit B) between South Orange County Community College District and North State Environmental for Removal of Hazardous Waste for Saddleback College and Irvine Valley College. Saddleback College is estimated annually at \$13,364 and Irvine Valley College is estimated annually at \$5,657.

SOUTH ORANGE COUNTY CCD

**BID #297 D – REMOVAL OF HAZARDOUS WASTE
FOR SADDLEBACK AND IRVINE VALLEY
COLLEGES**

Bid Summary
Bid Opening: 5/22/12 @ 11 am

| | Advanced Chemical Transport | Clean Harbors | North State Environmental | Veolia Environmental |
|--|--------------------------------|---------------|------------------------------|-------------------------|
| <u>Saddleback College:</u> | \$13,491.80 | \$18,646.79 | \$13,363.90 | \$13,585.17 |
| <u>Irvine Valley College:</u> | \$11,117.95 | \$11,554.08 | \$ 5,656.60 | \$ 4,804.40 |
| <p>Notes:</p> <ol style="list-style-type: none"> Above prices represent the cost of removal and disposal of items actually disposed of in recent pick-ups. Prices were calculated using the bidders' unit prices. | | | | |

AGREEMENT – REMOVAL OF HAZARDOUS WASTE FOR SADDLEBACK COLLEGE AND IRVINE VALLEY COLLEGES, BID NO. 297D

THIS AGREEMENT is made this 1st day of July 2012, by and between the South Orange County Community College District, hereinafter referred to as “DISTRICT”, and North State Environmental, a California corporation, hereinafter referred to as “CONTRACTOR”.

1. SCOPE

The hazardous material removal services CONTRACTOR hereby agrees to provide hazardous material collection/disposal services at Saddleback College and Irvine Valley College during the term of this Agreement, including fees, expenses, materials, and other costs incurred in performing the services pursuant to as called for in the Notice Calling for Bids, Request for Bids, Bid Form, and as agreed herein.

2. TERM

The term of this Agreement shall commence on the 1st day of July 2012 and shall terminate on 30th of June 2017

3. CONTRACTOR’S RESPONSIBILITIES

- A. CONTRACTOR shall be responsible for all items set forth below:
 - 1. General
 - a. To provide services to collect, transport, and dispose of the hazardous waste.
 - 2. Response Time
 - a. Contractor shall respond to regular service requests within 72 hours after initial contact from Project Manager.
 - b. Contractor shall respond to emergency service requests and hazardous waste spills within 2 hours after initial contact from Project Manager.
 - c. Contractor shall respond within three weeks to service requests for processing of all unknown materials. The three week response time shall include sampling and hazardous categorization.
 - d. Contractor shall respond within three weeks to requests for disposal of pressurized gas cylinders. The three week response time shall include sampling, hazcating/analysis and categorization.
 - e. Response time for disposal of biological waste, syringe, etc., shall be within the period required by law.
 - 3. Staffing
 - a. Contractor, when required, shall be prepared and able to provide on-site technical staff and to provide the District with an acceptable and reasonable time frame.
 - b. Contractor’s personnel must be trained in the safe and proper handling of hazardous materials and must be capable of emergency response and clean-up of hazardous material spills.
 - c. Contractor shall provide a detailed description of training provided to Contractor’s staff, to include, but not limited to, how Contractor’s staff is monitored under a health and safety plan.
 - 4. Manifesting

- a. Contractor shall efficiently and adequately manifest materials that will comply with and satisfy requirements of the California EPA, U.S. Department of Transportation, and the U.S. EPA permitted disposal facilities receiving the materials.
5. Vehicles
 - a. Contractor's vehicles used in the performance of services under this Agreement must and shall meet California motor vehicle and California OSHA regulations and other relevant codes required for use in the State of California
6. Scope of Services – Specialized Services
 - a. The specialized services set forth herein shall apply.
7. Emergency Hazardous Waste Spill
 - a. Contractor shall be able to respond to emergency hazardous waste spills or have the ability to draw on other resources (specialized, state registered hazardous waste sub-contractors) for emergency response to a variety of Hazardous waste spill. Contractor's response must be initiated within two hours with all the equipment and expertise necessary to contain, manage, clean-up, lab-pack/store, remove, transport and properly dispose of the hazardous waste. Contractor's services may require full level B protection and decontamination procedures.
8. Unknown Materials
 - a. Contractor will promptly respond and complete service requests for processing of all unknown materials, which includes, but is not limited to, sampling, hazcating/analysis and categorization. Contractor's response time will be within three weeks from time of each initial service requested by the District. The unknown materials, after being identified, will then be incorporated into the regular waste stream for lab-packing and disposal by Contractor.
9. Explosives
 - a. Contractor must be certified and authorized to handle, package, transport and arrange disposals of various explosives.
10. Hazardous/Non-Hazardous Soil/Water
 - a. Contractor may be required to remove/transport/dispose of 55-gallon drums containing hazardous/non-hazardous soil and/or water generated from drilling/water sampling activities associated with the state required Solid Waste Assessment Test program.
11. Inventory Sheet
 - a. Contractor shall provide a specific list of contents for each lab-packed drum to include, but not limited to, its source of generation.
12. Reports
 - a. Contractor shall supply each college an annual summary report of all material removed and its quantities for each site.
 - b. Contractor shall also prepare, at the college's request, the Hazardous Waste Disposal Fee Return, and the Hazardous Waste Generator Fee and Waste Reporting Surcharge Fee Return forms.
 - c. Contractor shall prepare these forms and reports at no cost to the District.

4. SCHEDULE

The work and services performed under this Agreement shall be done in accordance with a project schedule mutually agreed upon in writing between CONTRACTOR and DISTRICT which may be revised at the option of the DISTRICT. Nonetheless, CONTRACTOR shall be responsible for schedule adherence. All

costs for the implementation of the hazardous materials collection/disposal services shall be included in the total contract amount including all applicable taxes, if any.

5. PAYMENT TERMS

- A. CONTRACTOR shall be paid on a Time and Materials basis, for the hazardous materials collection/disposal services and shall include fees, expenses, materials, and any other costs incurred in performing the services pursuant to this Agreement.
- B. CONTRACTOR will be paid in accordance with the prices as set forth in the CONTRACTOR's Bid.
- C. DISTRICT can only estimate the volumes of hazardous materials. CONTRACTOR will be paid for collection/disposal services actually rendered. DISTRICT will place orders against this agreement. CONTRACTOR agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; and for any reasonably foreseen difficulties under the responsibility of the CONTRACTOR which may arise or be encountered in the prosecution of the services; and for risks connected with the services; and for performance by the CONTRACTOR of all of its duties and obligations hereunder.
- D. Payments due to CONTRACTOR will be made within thirty (30) days after receipt of a valid invoice in a format acceptable to the DISTRICT. As a condition of payment, the DISTRICT will require that CONTRACTOR furnish documentation such as detailed itemizations and receipts as may be required.

6. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

7. LICENSES

It is expressly understood that the CONTRACTOR assumes sole responsibility for the observances of, and so observes and complies with all provisions of federal, state, and local laws relating to or governing the operation of trash collection services. All licenses and permits shall be obtained, displayed, and paid for by the CONTRACTOR.

8. TAXES

The CONTRACTOR assumes complete liability for all taxes applicable to the operations, income and transactions of the CONTRACTOR. The DISTRICT shall not be liable and will not make reimbursement to the CONTRACTOR for any tax imposed either directly or indirectly upon the CONTRACTOR by any authority by reason of this AGREEMENT or otherwise.

9. INSURANCE

- A. CONTRACTOR shall maintain in full force during the term of this contract the following types of insurance:
- General Liability and Auto Insurance including injuries and accidental death, to any one person in an amount not less than \$1,000,000.
 - Property Damage Insurance in an amount not less than \$1,000,000.
 - Worker's Compensation Insurance covering all CONTRACTOR'S employees connected with the performance of this contract.
- a. These policies shall name the DISTRICT as an additional insured and shall contain a covenant requiring thirty (30) days written notice to the DISTRICT before cancellation, reduction or other modification of coverage. These policies shall contain a primary and non contributing with any insurance carried by the DISTRICT and shall contain a sever ability of interest's clause with respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Certificates of the above policies shall be furnished to the DISTRICT together with an endorsement naming the District as additional insured.
- b. The CONTRACTOR shall require any sub-contractor to maintain insurance of the same kind and the same amount.

10. HOLD HARMLESS CLAUSE

CONTRACTOR shall indemnify and hold harmless the DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of.

- (a) Liability for damages for (1) death or bodily to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the bidder upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the bidder, or any person, firm or corporation employed by the bidder, either directly or by independent contract, arising out of, or in any way connected with the work covered by this contract, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by the bidder, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend at DISTRICT'S request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its governing board, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

11. LIQUIDATED DAMAGES

Time is of the essence in the performance under this Agreement, and it is agreed by and between CONTRACTOR and DISTRICT that if this Agreement is not fully and completely performed within the terms of the Agreement, damage will thereby be sustained by the DISTRICT. Since it is and will be impractical and extremely difficult to determine the actual damage which the DISTRICT will sustain by reason of such delay caused by CONTRACTOR, it is, therefore, agreed that CONTRACTOR will pay to DISTRICT liquidated damages as set forth below:

- The sum of \$300.00 per day for each and every day's delay caused by CONTRACTOR in excess of the allotted project schedule. In the event same are not paid, the DISTRICT will deduct the amount thereof from any monies due CONTRACTOR under this Agreement.

If CONTRACTOR is delayed by reason of changes or extra services ordered by DISTRICT, the time of performance of this Agreement may be extended commensurately by agreement between the DISTRICT and CONTRACTOR, in writing. CONTRACTOR will be relieved during the period of such extension of any claim for liquidated damages.

12. ASSIGNMENT/ADVERTISEMENT

- A. The Agreement shall not be assigned by the CONTRACTOR in whole or in part without the express written consent of the DISTRICT nor shall the CONTRACTOR have the right to authorize or permit the use of the DISTRICT Facilities by third parties without the express written consent of the DISTRICT, and the CONTRACTOR shall not use Facilities for purposes not relating to the DISTRICT activities without prior written consent of the DISTRICT.
- B. In no instance shall the DISTRICT name be used by the CONTRACTOR in connection with any advertising or promotions without the specific prior written consent of the DISTRICT.

13. TERMINATION

- A. The provision of services under this Agreement may be terminated by the DISTRICT in accordance with this clause in whole, or the remaining part, whenever the DISTRICT shall determine that such termination is in the best interest of the DISTRICT. Any such termination shall be effected by delivery to the CONTRACTOR of the Notice of Termination specifying the extent to which provision of services under the Agreement is terminated, and the date upon which such termination will become effective.
- B. In the event that the CONTRACTOR fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the DISTRICT shall have the right to cancel and terminate this Agreement forthwith and without notice.

14. RESPONSIBILITY OF THE CONTRACTOR

In the event CONTRACTOR's operations creates a condition hazardous to traffic or to the public, CONTRACTOR shall furnish, erect and maintain, at CONTRACTOR's expense and without cost to the DISTRICT, flagman and/or control devices as are necessary to prevent accidents, damage or injury to the public.

Safety devices shall conform to the requirements as set forth in the most current edition of the Work Area Traffic Control Handbook.

15. AMENDMENT

The terms, conditions, rates and provisions of the contract between the DISTRICT and CONTRACTOR may be amended by mutual consent of the parties from time to time by written modification only.

16. FORCE MAJEURE

CONTRACTOR shall notify the DISTRICT immediately of any material delay in performance of specified service or operations and shall specify in writing the proposed revised performance date within five (5) days after the notice of delay. CONTRACTOR shall not be liable for delays in performance due to causes beyond its reasonable control, but it will be liable for delays due to its fault or negligence.

17. NOTICE

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by certified mail to the following:

CONTRACTOR:

Gary Eacker
VP Operations
North State Environmental
1045 West Rialto Avenue
Rialto, CA 92376

DISTRICT:

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

18. NON-DISCRIMINATION

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, handicap, or national origin: and shall comply with all federal, state, and local laws, regulations, and ordinances regarding equal employment opportunities and DISTRICT'S adopted affirmative action policy.

19. WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the parties. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

20. REMEDIES NOT EXCLUSIVE

The remedies for breach set forth in this Agreement are cumulative as to one another and as to any others provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.

21. CONFIDENTIALITY

CONTRACTOR agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or changed. All records and information concerning any and all matters referred to CONTRACTOR by DISTRICT shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, and employees.

22. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR represents and warrants that the hazardous materials collection/disposal services performed by CONTRACTOR shall fully comply with all federal, state and local standards, laws, rules, and regulations, including, but not limited to, health and safety regulations and regulations applicable to the services at the time services are accepted by the DISTRICT and at each phase of the services. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

23. COMPREHENSIVENESS

- A. If any provision of the Agreement as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Agreement or its validity or enforceability.
- B. The complete contract includes all contract documents, including the Request for Bids, Bid Form, Information Required of Bidder, Insurance Policies, Contractor's Certificate Regarding Worker's Compensation, this Agreement, and all modifications and amendments thereto, by this reference incorporated herein. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

24. AGREEMENT

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the state of California with venue in Orange County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:
North State Environmental

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Gary Eaker
VP Operations
North State Environmental
1045 West Rialto Avenue
Rialto, CA 92376

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Tax Payer I.D. _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Award of Bid 298D: Five Year Contract for Charter Bus Services for Saddleback College and Irvine Valley College

ACTION: Approval

BACKGROUND

The current South Orange County Community College District agreement for Charter Bus Services for Saddleback College and Irvine Valley College expires on June 30, 2012.

STATUS

The advertisement for Bid No. 298D, Five Year Contract for Charter Bus Services for Saddleback College and Irvine Valley College was published on March 20, and April 6, 2012. On April 24, 2012, three vendors provided bids. (Exhibit A)

The lowest bid meeting all specifications was submitted by Pacific Coastway Charter Services, Inc. Saddleback College and Irvine Valley College facilities departments evaluated the proposals and recommends contract award for five years. The Presidents supports the recommendation. Annual costs are estimated at \$87,500.

Funds will be budgeted in the College's operating budgets.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve a five year agreement (Exhibit B) between South Orange County Community College District and Pacific Coastway Charter Services, Inc. for Charter Bus Services for Saddleback College and Irvine Valley College. Annual costs are estimated at \$87,500.

SOUTH ORANGE COUNTY CCD

**BID #298D – CHARTERED
BUS SERVICES FOR
SADDLEBACK & IRVINE VALLEY COLLEGES & ATEP**

Bid Summary
Bid Opening 4/24/12 @ 11 am

| | +Coach America | *Pacific Coachways | +Certified Transportation |
|---|----------------|------------------------------|------------------------------|
| Group I (Coach Bus) | | | |
| Passenger Capacity | n/a | 38 | |
| Quantity of Buses | | 2 | |
| Min. Rate of 5 Hrs | | \$475 | |
| Rate per Hr. Over 5 hrs | | \$80 | |
| Rate per Mile | | \$3.75 | |
| Passenger Capacity | 47 | 47 | 47 |
| Quantity of Buses | | 5 | 4 |
| Min. Rate of 5 Hrs | \$554 | \$525 | \$518 |
| Rate per Hr. Over 5 hrs. | \$102 | \$90 | \$84 |
| Rate per Mile | \$3.84 | \$4.05 | \$3.82 |
| <i>Passenger Capacity</i> | 55 | 56 | 55 |
| <i>Quantity of Buses</i> | | 4 | 8 |
| <i>Min. Rate of 5 Hrs</i> | \$618 | \$550 | \$570 |
| <i>Rate per Hr. Over 5 hrs.</i> | \$114 | \$95 | \$94 |
| <i>Rate per Mile</i> | \$4.44 | \$4.25 | \$3.82 |
| Group I (Coach Bus) Wheelchair | | | |
| Passenger Capacity | 47 | 50 + 1 WC Or 44 + 2 WC | 49 + 1 WC OR 43 + 2 WC |
| Quantity of Buses | | 1 | 3 |
| Min. Rate of 5 Hrs | \$554 | \$550 | \$570 |
| Rate per Hr. Over 5 hrs. | \$102 | \$95 | \$94 |
| Rate per Mile | \$3.84 | \$4.25 | \$4.20 |
| Group I (Coach Long Distance or Out-of- State) | | | |
| Passenger Capacity | n/a | 38 | |
| Quantity of Buses | | 2 | |

| | | | |
|---------------------------------------|------------------------|---------|----------------|
| Flat Daily Rate | | \$925 | |
| Rate for every hour less than 24 hrs. | | | |
| Rate per Mile | | \$3.75 | |
| Passenger Capacity | 47 | 47 | 47 |
| Quantity of Buses | | 5 | 4 |
| Flat Daily Rate | \$900/24 hr. service | \$1,000 | \$1,106 |
| Rate per Mile | \$3.84 | \$4.05 | \$3.82 |
| <i>Passenger Capacity</i> | 55 | 56 | 55 |
| <i>Quantity of Buses</i> | | 4 | 8 |
| <i>Flat Daily Rate</i> | \$1,000/24 hr. service | \$1,050 | \$1,228 |
| <i>Rate per Mile</i> | \$4.44 | \$4.25 | \$4.20 |
| GROUP 3 (School Buses) | NO BID | 37-84 | 36/59 OR 48/72 |
| Passenger Capacity | | | |
| Quantity of Buses | | 7 | 17 |
| Min. Rate of 5 Hrs | | \$380 | \$394 |
| Rate per Hr over 5 Hrs. | | \$65 | \$66 |
| Rate per Mile | | \$3.15 | \$3.04 |

*Recommended Award

+Vendor disqualified due to not meeting bid requirement

AGREEMENT – CHARTER BUS SERVICES FOR SADDLEBACK COLLEGE, IRVINE VALLEY COLLEGE AND ATEP, BID NO. 298D

THIS AGREEMENT, dated the 1st day of July, 2012, in the County of Orange, State of California, is by and between SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, (hereinafter referred to as "DISTRICT"), and Pacific Coachways Charter Services, Inc., hereinafter referred to as "CONTRACTOR".

1. SCOPE

CONTRACTOR agrees to furnish buses, personnel and all necessary materials and equipment for charter bus services at the times and places required by the DISTRICT. Services shall be provided to students and other designated persons in the DISTRICT's education program pursuant to as called for in the Notice Calling for Bids, Request for Bids, Bid Form, and as agreed herein.

2. TERM

This AGREEMENT is to be for three (3) years, commencing on July 1, 2012 and ending June 30, 2015, with an option to renew for two additional one-year periods under the same terms and conditions.

3. PAYMENT

The DISTRICT agrees to pay the CONTRACTOR for the charter bus services required by the DISTRICT pursuant to the CONTRACTOR's response to the Request for Bids. The CONTRACTOR shall prepare an itemized invoice in duplicate of the services performed under this AGREEMENT in a form approved by the DISTRICT, for each month of the AGREEMENT in a form approved by the DISTRICT, for each month of the AGREEMENT, and submit the invoices to the DISTRICT, who will audit and approve the invoices for payment to the CONTRACTOR. Payment of sums due CONTRACTOR during any calendar month under the terms of this AGREEMENT shall be paid by DISTRICT within a reasonable time from receipt of invoice and approval by the Director of Purchasing.

4. VEHICLES/EQUIPMENT

CONTRACTOR agrees that the buses and all related equipment shall comply in all respects with applicable laws and regulations and the specifications. CONTRACTOR agrees that the DISTRICT may select inspectors to inspect the buses and the related equipment of the CONTRACTOR used pursuant to this AGREEMENT at any time during the term of the AGREEMENT. These inspectors shall report to the DISTRICT on the condition of the buses and the related equipment. Any expenses of this inspection will be paid for by the DISTRICT. Should the inspection reveal, in the opinion of the DISTRICT, that for safety reasons repairs of the buses

and/or the related equipment are needed, the DISTRICT shall have the right to reject the buses and/or the equipment for use in the DISTRICT until the required repairs and services have been completed. The cost of such repairs and services shall be the responsibility of the CONTRACTOR. CONTRACTOR agrees that CONTRACTOR shall be responsible for any and all maintenance of the buses and the related equipment, and any and all records regarding such maintenance will be made available for inspection upon request by the DISTRICT.

All vehicles must be clean, which includes restrooms, all interior areas including seats, storage areas, etc. Contractor shall be responsible to furnish all equipment fuels and lubricants for such buses and all maintenance repairs. All equipment in the buses must be equipped with reclining chairs, step stools, luggage compartments, cell phone and/or radio dispatch, a working restroom and PA system.

5. TRANSPORTATION OF PERSONS

CONTRACTOR agrees that transportation shall be furnished as required by the DISTRICT. CONTRACTOR agrees that the transportation required pursuant to this AGREEMENT shall be in accordance with the specifications set forth in bid. CONTRACTOR shall be excused from performing the services required under this AGREEMENT if CONTRACTOR is prevented from performing in the customary manner by an act of God provided such nonperformance is not due to the fault, omission or negligence of CONTRACTOR. If a bus fails to show up at the proper time or fails to show altogether, if a driver gets lost, if a bus breaks down, or service as requested is not provided because of negligence of CONTRACTOR, the DISTRICT will suffer damages. Being impractical and infeasible to determine the amount of actual damages, the CONTRACTOR agrees to pay to the DISTRICT liquidated damages at 100% of the actual cost of the excursion.

6. PERSONNEL

CONTRACTOR agrees to provide only competent, qualified drivers with current and valid California State drivers' licenses as specified in the bid. CONTRACTOR agrees to immediately remove from providing service any employee and/or agent who, in the opinion of the DISTRICT, does not meet applicable standards of the DISTRICT.

7. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its 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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services

to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

8. HOLD HARMLESS

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Board of Trustees, officers, agents and employees from every claim or demand made, and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person(s); (2) injury to loss or theft of any property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused.
- (b) Any injury to or death of any person(s), including officers, agents and employees of DISTRICT, or damage to or loss of any property caused by any act, neglect, default or
- (c) omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement.

The CONTRACTOR, at CONTRACTOR'S own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Board of Trustees, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. INSURANCE

The CONTRACTOR agrees to obtain and shall maintain such comprehensive general and automobile liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00), to protect CONTRACTOR and DISTRICT from liability for bodily injury and property damage which may arise from the services performed pursuant to this AGREEMENT. The CONTRACTOR shall maintain insurance satisfactory to the DISTRICT during the term of this AGREEMENT, and shall furnish evidence within ten (10) days of the execution of this AGREEMENT in the form of certificate(s) of insurance showing all coverages and endorsements required by DISTRICT. Each POLICY shall name the DISTRICT, its Board of Trustees, officers and employees as additional insured and shall include a thirty (30) day cancellation clause guaranteeing that the DISTRICT will be notified

of any cancellation, reduction or change in policy. It is agreed by CONTRACTOR that any insurance carried by the DISTRICT shall be excess and noncontributory and CONTRACTOR's policy shall reflect this understanding between DISTRICT and CONTRACTOR.

The CONTRACTOR shall also obtain and maintain insurance under the Worker's Compensation Insurance Act as well protect it from claims which may arise from activities of its officers, agents or employees under this AGREEMENT.

10. ASSIGNMENT

The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

11. LICENSES AND PERMITS

The CONTRACTOR shall secure and maintain in force such licenses and permits as required by law for furnishing the services required in this AGREEMENT. Vehicles must be properly signed and meet the Safety Specifications of the U.S. and California Department of Transportation, Department of Motor Vehicles and the Highway Patrol at all times during the term of the contract period.

12. ANTI-DISCRIMINATION

CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons.

13. TERMINATION

DISTRICT may, at any time, with or without reason and in its sole discretion, terminate this AGREEMENT upon providing thirty (30) days prior written notice to CONTRACTOR specifying the desired date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three (3) days after the day of mailing, whichever is sooner.

- (a) This AGREEMENT contains the entire understanding between the DISTRICT and the CONTRACTOR. All prior oral agreements, understandings, representations or statements are hereby merged into this AGREEMENT and shall have no further force or effect.

- (b) Any additions, deletions, changes or other modifications to this AGREEMENT must be executed in writing and signed by all parties.
- (c) If any term, condition or provision of this AGREEMENT is held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- (d) The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any covenant, condition or term of this AGREEMENT, shall not be deemed a waiver by that party of such covenant, condition or term, or present a subsequent similar act from again constituting a violation of such covenant, condition or term of the AGREEMENT.
- (e) All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (1) personal service, or (2) 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 Subsection. At the date of this Agreement, the addresses of the parties are as follows:

CONTRACTOR:

Michael Giddens
General Manager
Pacific Coachways Charter Services, Inc.

11771 Markon Drive
Garden Gove, CA 92841-1812

DISTRICT:

Dr. Debra Fitzsimons
Vice Chancellor, Business Services
South Orange County Community
College District
28000 Marguerite Pkwy.
Mission Viejo, CA 92692

- (f) The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CONTRACTOR

DISTRICT

Pacific Coachways Charter Services, Inc.

South Orange County Community College District

By: _____

By: _____

Signature

Signature

Dr. Debra L. Fitzsimons

Print Name

Print Name

Vice Chancellor, Business Services

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Five Year Construction Plan Revision

ACTION: Approval

BACKGROUND

Each year the District is required to submit a Five Year Construction Plan to the State Chancellor's office. On March 26, 2012, the Board of Trustees approved the District's Order of Priority for this year's Five Year Construction Plan.

Concurrent with the Five Year Construction Plan, the District also submits Initial and Final Project Proposals (IPP and FPP) for state funding considerations. State funds result from state bond measures. The next opportunity for a bond consideration is 2014. The State Chancellor's Office requests Districts rollover the existing IPPs and FPPs. SOCCCD rollover FPPs are IVC's Fine Arts Building and Saddleback's Gateway Building.

This year projected enrollments decreased by 6.25%. Projected enrollments are used to determine funding eligibility when evaluating IPP and FPP proposal eligibility.

STATUS

Because enrollment projections decreased, the IVC Fine Arts project was in jeopardy of losing FPP eligibility. A minor change to the Board approved Order of Priorities, EXHIBIT A, will result in FPP eligibility for the IVC Fine Arts Building.

This change, EXHIBIT B, has been reviewed through a shared governance process and is recommended for approval.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the revision to the District's Order of Priority for the Five Year Construction Plan (EXHIBIT B).

| 2011 Priority | 2012 Priority | Project Title | Campus | Occupy Date | Status | |
|---------------|---------------|--|--|-------------|-------------------------------|--------------|
| 1 | 1 | JAMES B. UTT LIBRARY RENOVATION- Under Construction | Saddleback College | 2011/2012 | FPP-Approved | |
| | | | State | | | \$15,673,000 |
| | | | Local | | | \$1,737,000 |
| 2 | 2 | NEW LIFE SCIENCES BUILDING- Under Construction | Irvine Valley College | 2012/2013 | FPP-Approved/Funding Approved | |
| | | | State | | | \$13,568,000 |
| | | | Local | | | \$1,568,000 |
| 3 | 3 | NEW SCIENCES BUILDING- Under Design | Saddleback College | 2015/2016 | Locally Funded Project | |
| 4 | 4 | ongoing | Irvine Valley College | 2012/2013 | Locally Funded/Future Project | |
| 5 | 5 | NEW BARRANCA ENTRANCE-Under Design | Irvine Valley College | 2013/2014 | Locally Funded/Future Project | |
| 6 | 6 | RENOVATE TAS BUILDING-Under Design | Saddleback College | 2013/2014 | Locally Funded/Future Project | |
| 7 | 7 | NEW ATEP BUILDING-Programming Phase | Irvine Valley College/ Saddleback College | 2015/2016 | Locally Funded/Future Project | |
| 8 | 8 | NEW LOOP ROAD ALIGNMENT, SITEWORK AND INFRASTRUCTURE-Design on hold | Saddleback College | 2015/2016 | Locally Funded/Future Project | |
| 9 | 9 | RENOVATE AND EXPAND A-400 FOR CLASSROOM-Approved for Design Phase | Irvine Valley College | 2015/2016 | Locally Funded/Future Project | |
| 10 | 10 | CAMPUS VILLAGE (INTERIM SPACE) OFF LINE-Secondary effect of Library Renovation | Saddleback College | 2013/2014 | Locally Funded/Future Project | |
| 11 | 11 | RENOVATE A-200: SUCCESS CENTER | Irvine Valley College | 2016/2017 | IPP-Approved | |
| | | | State | | | \$3,130,000 |
| | | | Local | | | \$3,130,000 |
| 13 | 12 | RENOVATE B-300 SECOND FLOOR | Irvine Valley College | 2016/2017 | Locally Funded/Future Project | |
| 14 | 13 | NEW SURFACE PARKING LOT (PHASE ONE) | Irvine Valley College | 2016/2017 | Locally Funded/Future Project | |
| 15 | 14 | NEW GATEWAY BUILDING | Saddleback College | 2016/2017 | FPP-Approved | |
| | | | State | | | \$24,690,000 |
| | | | Local | | | \$10,585,000 |
| 16 | 15 | NEW FINE ARTS BUILDING-Awaiting state funding match | Irvine Valley College | 2016/2017 | FPP-Approved | |
| | | | State | | | \$24,330,000 |
| | | | Local | | | \$10,225,000 |
| 17 | 16 | RENOVATE GATEWAY BUILDING TRANSIT ENTRANCE PLAZA | Saddleback College | 2017/2018 | Locally Funded/Future Project | |
| 18 | 17 | RENOVATE QUAD LANDSCAPE/HARDSCAPE | Saddleback College | 2017/2018 | Locally Funded/Future Project | |
| 19 | 18 | RENOVATE SOCCER AND PRACTICE FIELDS | Irvine Valley College | 2017/2018 | Locally Funded/Future Project | |
| 20 | 19 | RENOVATE STUDENT SERVICES CENTER | Saddleback College | 2018/2019 | IPP-Approved | |
| | | | State | | | \$10,410,000 |
| | | | Local | | | \$8,755,000 |
| 21 | 20 | NEW SURFACE PARKING LOT (PHASE TWO) | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 22 | 21 | RENOVATE A QUAD LANDSCAPE/HARDSCAP | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 23 | 22 | RENOVATE B-300 FIRST FLOOR | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 24 | 23 | RENOVATE FINE ARTS | Saddleback College | 2019/2020 | Locally Funded/Future Project | |
| | | | State | | | \$14,500,000 |
| | | | Local | | | \$14,500,000 |
| 25 | 24 | NEW FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 26 | 25 | RENOVATE SCIENCE MATH BUILDING | Saddleback College | 2020/2021 | Locally Funded/Future Project | |
| | | | State | | | \$15,100,000 |
| | | | Local | | | \$15,100,000 |
| 27 | 26 | RENOVATE SCIENCE MATH PLAZA | Saddleback College | 2020/2021 | Locally Funded/Future Project | |
| 28 | 27 | RENOVATE CAMPUS ENTRANCE PLAZA | Irvine Valley College | 2020/2021 | Locally Funded/Future Project | |
| 29 | 28 | RENOVATE HEALTH SCIENCES BUILDING | Saddleback College | 2021/2022 | Locally Funded/Future Project | |
| | | | State | | | |
| | | | Local | | | |
| 30 | 29 | NEW BASEBALL RESTROOMS/ BLEACHERS/ CONCESSIONS | Irvine Valley College | 2021/2022 | Locally Funded/Future Project | |
| 31 | 30 | RENOVATE ATHLETICS STADIUM | Saddleback College | 2022/2023 | Locally Funded/Future Project | |
| 32 | 31 | NEW AUXILLARY GYMNASIUM | Irvine Valley College | 2022/2023 | Locally Funded/Future Project | |
| | | | State | | | \$8,750,000 |
| | | | Local | | | \$8,750,000 |

| 2011 Priority | 2012 Priority | Project Title | Campus | Occupy Date | Status | |
|------------------|------------------|--|------------------------|-------------|-------------------------------|--------------|
| 1 | 1 | JAMES B. UTT LIBRARY RENOVATION- Under Construction | Saddleback College | 2011/2012 | FPP-Approved | |
| | | | State | | | \$15,673,000 |
| | | | Local | | | \$1,737,000 |
| 2 | 2 | NEW LIFE SCIENCES BUILDING- Under Construction | Irvine Valley College | 2012/2013 | FPP-Approved/Funding Approved | |
| | | | State | | | \$13,568,000 |
| | | | Local | | | \$1,568,000 |
| 3 | 3 | NEW SCIENCES BUILDING- Under Design | Saddleback College | 2015/2016 | Locally Funded Project | |
| 4 | 4 | ATEP- DEMOLITION OF SELECTED BUILDINGS-Phase 1 & 2 Complete, Phase 3-5 ongoing | Irvine Valley College | 2012/2013 | Locally Funded/Future Project | |
| 5 | 5 | NEW BARRANCA ENTRANCE-Under Design | Irvine Valley College | 2013/2014 | Locally Funded/Future Project | |
| 6 | 6 | RENOVATE TAS BUILDING-Under Design | Saddleback College | 2014/2015 | Locally Funded/Future Project | |
| 7 | 7 | NEW ATEP BUILDINGS-Programming Phase | Irvine Valley College/ | | | |
| 8 | 8 | NEW LOOP ROAD ALIGNMENT, SITEWORK AND INFRASTRUCTURE-Design on hold | Saddleback College | 2015/2016 | Locally Funded/Future Project | |
| 9 | 9 | RENOVATE AND EXPAND A-400 FOR CLASSROOM-Approved for Design Phase | Irvine Valley College | 2015/2016 | Locally Funded/Future Project | |
| 10 | 10 | CAMPUS VILLAGE (INTERIM SPACE) OFF LINE-Secondary effect of Library Renovation | Saddleback College | 2013/2014 | Locally Funded/Future Project | |
| 14 | 11 | NEW SURFACE PARKING LOT (PHASE ONE) | Irvine Valley College | 2016/2017 | Locally Funded/Future Project | |
| 15 | 12 | NEW GATEWAY BUILDING | Saddleback College | 2017-18 | FPP-Approved | |
| | | | State | | | \$24,690,000 |
| | | | Local | | | \$10,585,000 |
| 16 | 13 | NEW FINE ARTS BUILDING-Awaiting state funding match | Irvine Valley College | 2017-2018 | FPP-Approved | |
| 11 | 14 | RENOVATE A-200: SUCCESS CENTER | Irvine Valley College | 2017-2018 | IPP-Approved | |
| | | | State | | | \$3,130,000 |
| | | | Local | | | \$3,130,000 |
| 13 | 15 | RENOVATE B-300 SECOND FLOOR | Irvine Valley College | 2017-2018 | Locally Funded/Future Project | |
| 17 | 16 | RENOVATE GATEWAY BUILDING TRANSIT ENTRANCE PLAZA | Saddleback College | 2017/2018 | Locally Funded/Future Project | |
| 18 | 17 | RENOVATE QUAD LANDSCAPE/HARDSCAPE | Saddleback College | 2017/2018 | Locally Funded/Future Project | |
| 19 | 18 | RENOVATE SOCCER AND PRACTICE FIELDS | Irvine Valley College | 2017/2018 | Locally Funded/Future Project | |
| 20 | 19 | RENOVATE STUDENT SERVICES CENTER | Saddleback College | 2018/2019 | IPP-Approved | |
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| | | | Local | | | \$8,755,000 |
| 21 | 20 | NEW SURFACE PARKING LOT (PHASE TWO) | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 22 | 21 | RENOVATE A QUAD LANDSCAPE/HARDSCAP | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 23 | 22 | RENOVATE B-300 FIRST FLOOR | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 24 | 23 | RENOVATE FINE ARTS | Saddleback College | 2019/2020 | Locally Funded/Future Project | |
| | | | State | | | \$14,500,000 |
| | | | Local | | | \$14,500,000 |
| 25 | 24 | NEW FINE ARTS PROMENADE LANDSCAPE/HARDSCAPE | Irvine Valley College | 2018/2019 | Locally Funded/Future Project | |
| 26 | 25 | RENOVATE SCIENCE MATH BUILDING | Saddleback College | 2020/2021 | Locally Funded/Future Project | |
| | | | State | | | \$15,100,000 |
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| 27 | 26 | RENOVATE SCIENCE MATH PLAZA | Saddleback College | 2020/2021 | Locally Funded/Future Project | |
| 28 | 27 | RENOVATE CAMPUS ENTRANCE PLAZA | Irvine Valley College | 2020/2021 | Locally Funded/Future Project | |
| 29 | 28 | RENOVATE HEALTH SCIENCES BUILDING | Saddleback College | 2021/2022 | Locally Funded/Future Project | |
| | | | State | | | |
| | | | Local | | | |
| 30 | 29 | NEW BASEBALL RESTROOMS/ BLEACHERS/ CONCESSIONS | Irvine Valley College | 2021/2022 | Locally Funded/Future Project | |
| 31 | 30 | RENOVATE ATHLETICS STADIUM | Saddleback College | 2022/2023 | Locally Funded/Future Project | |
| 32 | 31 | NEW AUXILLARY GYMNASIUM | Irvine Valley College | 2022/2023 | Locally Funded/Future Project | |
| | | | State | | | \$8,750,000 |
| | | | Local | | | \$8,750,000 |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Bookstore Operation Agreements Amendment No.1,
Saddleback and Irvine Valley Colleges

ACTION: Approval

BACKGROUND

On May 21, 2012, the Board of Trustees approved a five year agreement with Follett Higher Education Group for the Bookstore Operations at Saddleback College and Irvine Valley College beginning July 1, 2012.

STATUS

After staff received the Board of Trustee approval on the Bookstore services agreement, Follett Higher Education requested revisions to the contract. The requested revisions will require a review by both colleges and Orange County Department of Education and possibly additional negotiations between the parties. These negotiations will extend beyond the completion date of the existing contract which is June 30, 2012. To ensure Board review and approval of the new contract, staff is recommending the existing contract be amended with an extension to August 31, 2012.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No.1 to the Saddleback College and Irvine Valley College agreements (EXHIBIT A) with Follett Higher Education Group to extend the existing contract to August 31, 2012.

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR SADDLEBACK COLLEGE
FIVE YEAR BOOKSTORE OPERATIONS AGREEMENT**

THIS AMENDMENT shall modify the original agreement dated May 1, 2007, by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT," and **Follett Higher Education Group** hereinafter referred to as "CONTRACTOR"

WHEREAS, Article 21 of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of the parties by written modification only; and

WHEREAS by mutual consent of the parties it is determined in the best interest to extend the existing contract to allow finalized negotiation for a new contract; and

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby amended extending the contract period from completion on June 30, 2012 to a new completion date of August 31, 2012 under the same terms and conditions of the original agreement.

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

"DISTRICT"

"CONTRACTOR"

South Orange County Community College District

Follett Higher Education Group

By: _____

By: _____

Dr. Debra L. Fitzsimons

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR IRVINE VALLEY COLLEGE
FIVE YEAR BOOKSTORE OPERATIONS AGREEMENT**

THIS AMENDMENT shall modify the original agreement dated May 1,2007, by and between the **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "DISTRICT," and **Follett Higher Education Group** hereinafter referred to as "CONTRACTOR"

WHEREAS, Article 21 of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of the parties by written modification only; and

WHEREAS by mutual consent of the parties it is determined in the best interest to extend the existing contract to allow finalized negotiation for a new contract; and

NOW, THEREFORE, the parties agree as follows:

1. TERM.

The term of the agreement is hereby amended extending the contract period from completion on June 30, 2012 to a new completion date of August 31, 2012, under the same terms and conditions of the original agreement.

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

"DISTRICT"

"CONTRACTOR"

South Orange County Community College District

Follett Higher Education Group

By: _____

By: _____

Dr. Debra L. Fitzsimons

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Destruction of Class 3 Disposable Records
ACTION: Approval

BACKGROUND

Title 5, Section 59022 of the California Administrative Code requires that each community college district establish an annual procedure by which the chief administrative officer, or the designee of that officer, shall review documents and papers received or produced during the prior academic year and classify them as Class 1-Permanent, Class 2-Optional, or Class 3-Disposable. Further, Section 59022(b) states that, if such records are three or more years old and classified as Class 3-Disposable, they may be destroyed without further delay.

STATUS

The District has reviewed the classification of documents provided in Title 5, Section 59022 and has identified those documents listed in attached Exhibit A as those which may now be destroyed in compliance with the Code.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the destruction of documents detailed in Exhibit A.

CLASS 3 – DISPOSABLE RECORDS
DESTROY AFTER JULY 1, 2012

Payroll

Hourly Time Cards All Prior to Fiscal Year 2007-2008

Business Services

Vendor Account Payable Files All Prior to Fiscal Year 2006-2007
Cash Receipts All Prior to Fiscal Year 2006-2007
Grant Project Accounts All Prior to Fiscal Year 2006-2007
Cash Disbursements All Prior to Fiscal Year 2006-2007
Financial Aid Check Copies All Prior to Fiscal Year 2006-2007
Student Refunds All Prior to Fiscal Year 2006-2007
District Depository All Prior to Fiscal Year 2006-2007
Warrant Registers All Prior to Fiscal Year 2006-2007
Journal Entry All Prior to Fiscal Year 2006-2007
Warrant Disbursements All Prior to Fiscal Year 2006-2007

Human Resources

Employment Applications All Prior to Fiscal Year 2008-2009
Subpoenas/Requests for Records All Prior to Fiscal Year 2007-2008

Saddleback College Admissions & Records

Add/Drop Cards All Prior to Academic Year 2009-2010
AB 540 Affidavits All Prior to Academic Year 2009-2010
Audit Requests All Prior to Academic Year 2009-2010
Data Change Forms All Prior to Academic Year 2009-2010
General Petitions All Prior to Academic Year 2009-2010
K-12 Concurrent Enrollment Requests All Prior to Academic Year 2009-2010
Positive Attendance Rosters All Prior to Academic Year 2009-2010
Residency Reclassification Requests All Prior to Academic Year 2009-2010

Saddleback College Student Payment/Veteran's Office

Veteran Benefit Processing Files All Prior to Fiscal Year 2007-2008

CLASS 3 – DISPOSABLE RECORDS
DESTROY AFTER JULY 1, 2012

Saddleback College Vice President for Student Services Office

Student Disciplinary Files

All Prior to Fiscal Year 2007-2008
except if disciplinary action is
suspension or expulsion in which case
the records are maintained indefinitely.

Saddleback College Student Health Center

Student medical/counseling files

All Prior to Academic Year 2005-2006

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Trustees' Requests for Attending Conferences
ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

STATUS

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

| EVENT/LOCATION | DATE(s)* | ESTIMATED COST** (per person) | TRUSTEE REQUESTED ITEM: | TRUSTEE(S) ATTENDING |
|---|---------------------|-------------------------------------|-------------------------------|-------------------------|
| CCLC – 2012 Student Trustees Workshop San Francisco, CA | 8/10-8/11/12 (2) | \$1,100.00 | no | |

* The figure in parentheses is the estimated number of nights lodging

** The amount listed includes estimated airfare, lodging, meals, and other expenditures

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 12-23 to Amend FY 2011-2012 Adopted Budget

ACTION: Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 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 FY 2011-2012 Adopted Budget.

The District is updating the adopted budget with current information as follows:

| | |
|--|------------------------|
| <u>General Fund</u> | |
| BFAP at Irvine Valley College | \$7,700 |
| DSPS at Saddleback College | \$1,164 |
| DSPS at Irvine Valley College | \$1,164 |
| HWI Health Care Pilot at Irvine Valley College | <u>\$5,000</u> |
| Total Increase to the General Fund | <u><u>\$15,028</u></u> |
| | |
| Total Budget Amendment | <u><u>\$15,028</u></u> |

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 12-23 to amend the FY 2011-2012 Adopted Budget as indicated in Exhibit A.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 12-23

June 25, 2012

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$15,028 is assured to said District in excess of the amounts required 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 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

General Fund

| <u>Account</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|-----------------------------|------------------------|
| 8600 | State Revenue | \$10,028 |
| 8800 | Local Revenue | \$5,000 |
| | | <hr/> |
| | | <u>\$15,028</u> |

| <u>Account</u> | <u>Expenditure Description</u> | <u>Amount</u> |
|-----------------------|---------------------------------------|------------------------|
| 1000 | Academic Salaries | \$291 |
| 2000 | Classified Salaries | \$12,123 |
| 3000 | Fringe Benefits | \$2,159 |
| 5000 | Other Operating Expenses and Services | \$455 |
| | | <hr/> |
| | | <u>\$15,028</u> |

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT
GENERAL FUND
RESOLUTION 12-23
June 25, 2012

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Gary L. Poertner, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$15,028 was duly and regularly adopted by the said Board at a regular meeting thereof held on June 25, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of June 2012.

Gary L. Poertner
Secretary to the Board of Trustees

TO: Board of Trustees
FROM: Gary L. Poertner, 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 change 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 P12-04298 through P12-04537 amounting to \$1,254,123.98 and P13-00063 through P13-00204 amounting to \$3,592,495.41 are submitted to the Board of Trustees for approval. Confirming requisitions dated May 2, 2012 through June 5, 2012 totaling \$117,067.55 are also submitted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the purchase orders/confirming requisitions listed in EXHIBIT A.

Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|---|-----------------|---|----------------|
| P12-04298 | DIVERSIFIED BUSINESS SERVICES | | PROMOTIONAL ITEMS FOR THE OFFICE /TSHIRTS | 7,741.84 |
| P12-04299 | A-1 AWARDS | | Purchase Medals for Honors Students | 765.83 |
| P12-04300 | COLLEGE BRAIN TRUST | | Civility Workshop | 4,748.52 |
| P12-04301 | i3 SOLUTIONS | | Project Mgmt Consulting Services | 18,000.00 |
| P12-04302 | GALLEHER CORPORATION | | REQUIRED PURCHASE OF COVE BASE FOR LIBRARY | 151.28 |
| P12-04303 | CPP, INC. DAVIES BLACK PUBLISHING | | MBTI TYPE TABLES COLLEGE/OCCUP/INTERNAT. | 63.07 |
| P12-04304 | C & H DISTRIBUTORS, INC. | SC Science | WALL-MOUNT BIN PANELS | 1,822.18 |
| P12-04305 | COUNTY OF ORANGE DANA POINT HARBOR | | Fees for OC Sailing Events Center | 1,008.00 |
| P12-04306 | INTERACT COMMUNICATIONS, INC. | | High school survey | 7,500.00 |
| P12-04307 | MILLENNIUM BUSINESS SERVICES Marty Cohn | | Business Cards - Robert Melendez | 49.57 |
| P12-04308 | D4 SOLUTIONS INC. | | Cabling for Student Health Center | 4,743.98 |
| P12-04309 | A LASER PRINTER SERVICE | | Brother 4100e Document Tray | 45.17 |
| P12-04310 | WELLS FARGO #3317 (DISTRICT) | | Drafting stools for DSPS | 430.96 |
| P12-04311 | LASER SOURCE | | Printer Cartridges | 546.29 |
| P12-04312 | DIANE M. CRANLEY | | Trainer Foster/Kinship Wkshp | 180.00 |
| P12-04313 | RED DIGITAL CAMERA COMPANY | Bldg W/Com Arts | Battery holder for Epic camera | 1,023.63 |
| P12-04314 | ART SUPPLY WAREHOUSE | | Publications | 753.97 |
| P12-04315 | HERCULES PORTABLE POWER, INC. | | COLOR/THINNER/FOAM BOARD REPAIR GENERATOR IN SM & CDC | 701.53 |
| P12-04316 | MICHAEL LOWELL MC CORMICK | | Reimbursement for SCLO props | 500.00 |
| P12-04317 | CALIFORNIA STAGE/LIGHTING, INC | | Purchases for SCLO - Summer 2012 | 500.00 |
| P12-04318 | CALIFORNIA STAGE/LIGHTING, INC | | Rentals for SCLO - Summer 2012 | 500.00 |
| P12-04319 | CALIFORNIA STAGE/LIGHTING, INC | | Commencement 2012 Pipe & Drape | 702.00 |
| P12-04320 | ESSENCE ENTERTAINMENT | | PAC stage crew | 3,000.00 |
| P12-04321 | MISSION VIEJO FLORIST | | Commencement Flowers | 581.85 |
| P12-04322 | A-1 AWARDS | | Commencement Retirement Plaques | 2,000.00 |
| P12-04323 | BENJAMIN SAYLES | | Dance Tech Crew | 100.00 |
| P12-04324 | EVAN STRAND | | Dance tech Crew | 100.00 |
| P12-04325 | VWR INTERNATIONAL, INC. | | CHEMISTRY INSTRUCTIONAL SUPPLIES | 76.15 |
| P12-04326 | COLLEGE HEALTH SERVICES, LLC | | Student health and Wellness program c/y | 7,542.50 |
| P12-04328 | JOAN LUNDBOHM | | Perkins- Spring Meeting | 75.00 |
| P12-04329 | INGRID STALHEIM ANDREWS | | Perkins- Spring Meeting | 75.00 |
| P12-04330 | AMANDA KLEIN | | Perkins- Spring Meeting | 75.00 |
| P12-04331 | MELANIE STEVENSON | | Perkins- Spring Meeting | 75.00 |
| P12-04332 | DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES | | TRANSFORMER FOR BGS | 38.46 |
| P12-04333 | ANDERSON'S SCHOOL EVENTS | | IVC LIBRARY BANNER/FLAGS/BRDR TRIM | 56.88 |

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 P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|--------------|--|----------------|
| P12-04334 | ALVAREZ & MARSAL REAL ESTATE ADVISORY SVCS, LLC | | PROMENADE APARTMENT | 10,000.00 |
| P12-04335 | WELLS FARGO #1606 | | COMMENCEMENT RENTAL OF STEEL BARRIERS | 1,174.50 |
| P12-04336 | MILLENNIUM BUSINESS SERVICES Marty Cohn | | Business cards for Student Success Ctr. | 144.39 |
| P12-04337 | SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP | | SUPPLIES FOR HEALTHCARE READINESS PROGRAM | 300.00 |
| P12-04338 | SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP | | CAP AND GOWN FOR DEAN KINGHORN | 41.21 |
| P12-04339 | PHOENIX GROUP INFORMATION SYS. | | WIFI/SD CARD | 159.00 |
| P12-04340 | TRIARCH INC. | | MICROSLIDES FOR BIOLOGY LAB CLASSES. | 458.75 |
| P12-04341 | W. W. GRAINGER | | FINE ARTS SUPPLY | 607.55 |
| P12-04342 | NORTHERN SAFETY COMPANY | | First aid supplies | 79.56 |
| P12-04343 | HERTZ FURNITURE SYSTEMS | | CUSTODIAL LOCKERS | 742.48 |
| P12-04344 | METROLINE INC. | | Teleconference Phone for Conf. Room | 785.50 |
| P12-04345 | W. W. GRAINGER | | New Equip-Lighting for FA207-Installation Parts | 460.30 |
| P12-04346 | TFP GROUP | | Mark Optics Training | 175.00 |
| P12-04347 | HOPE PETROZZI | | Perkins- Spring Meeting | 75.00 |
| P12-04348 | DEBBIE RADOSH | | Perkins- Spring Meeting | 75.00 |
| P12-04350 | HOME DEPOT MISSION VIEJO STORE #614 | | Set building supplies for SCLO | 1,000.00 |
| P12-04352 | LAGUNA BEACH UNIF. SCHOOL DIST | | H.S. Senior Day Transportation - Laguna Beach H.S. | 299.97 |
| P12-04353 | TIMOTHY B. AGLER | | Photographer for Dance Performance | 484.88 |
| P12-04354 | CRISTINA MICHEL | | Monitor Foster/Kinship Wkshp | 35.00 |
| P12-04355 | LISA R. WELLER | | Harpischord repair | 150.00 |
| P12-04356 | ORANGE COUNTY REGISTER | | OC Register Renewal -26 Weeks | 184.90 |
| P12-04357 | MARIA E. HUTCHINSON CERVANTES | | Trainer Foster/Kinship Wkshp | 480.00 |
| P12-04358 | SYLVIA CORDOVA | | Trainer Foster/Kinship Wkshp | 240.00 |
| P12-04359 | DIEMMY TRAN | | Trainer Foster/Kinship Wkshp | 240.00 |
| P12-04360 | MILLENNIUM BUSINESS SERVICES Marty Cohn | SC WAREHOUSE | Stores IVC 2nd Page Letterhead | 363.66 |
| P12-04361 | HAITBRINK ASPHALT PAVING, INC. | | FA walkway repair | 4,360.00 |
| P12-04362 | NEMETSCHKE VECTORWORKS | | Books for student use in Theater class | 709.99 |
| P12-04363 | SEHI PROCOMP COMPUTER PRODUCTS | | Printers needed in EOPS/CARE/Cal Works | 857.69 |
| P12-04364 | SEHI PROCOMP COMPUTER PRODUCTS | | Memory | 192.67 |
| P12-04365 | PACIFIC NATIONAL GROUP | | Lib.220 Counter | 1,860.00 |
| P12-04366 | PEARSON CLINICAL ASSESSMENT (PsychCorp) | | MMPI Testing for students | 350.30 |

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ESCAPE ONLINE

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|---|------------|---|----------------|
| P12-04367 | GUISELLE SCOTT | | Trainer Foster/Kinship Wkshp | 420.00 |
| P12-04368 | SEHI PROCOMP COMPUTER PRODUCTS | | Scanner for Facilities Planning | 3,211.73 |
| P12-04369 | B & H PHOTO | | Elmo P10 document cameras | 4,687.13 |
| P12-04370 | LASER SOURCE | | Toner for Eops/Care/Catworks Printers | 1,733.70 |
| P12-04371 | MSC INDUSTRIAL SUPPLY CO. | | Green Composite Workshop supplies CTEWD | 9,636.76 |
| P12-04372 | REYNOLDS ADVANCED MATERIALS | | Green Composite Workshop Supplies ATEP | 2,455.97 |
| P12-04373 | DISCOUNT SCHOOL SUPPLY SALES DEPARTMENT | | SC Childcare gloves/table paper | 498.87 |
| P12-04374 | LASER SOURCE | | Printer Cartridges | 195.03 |
| P12-04375 | BANNERSANDSIGNS.NET | | Name plates for faculty offices | 99.28 |
| P12-04376 | ORANGE COUNTY | | Fee to host & sponsor OC Green Fair | 500.00 |
| P12-04377 | TUTTLE-CLICK FORD | | Repair vehicle #108 Brian Mchahon | 2,881.35 |
| P12-04378 | DELL MARKETING | | Laptop batteries for M.Milchicker | 121.21 |
| P12-04379 | DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA | SC Science | DSA plan check fee for SC Sciences bldg | 188,600.00 |
| P12-04380 | TOWN & COUNTRY GLASS | | Replacement of HR reception broken glass panel | 571.00 |
| P12-04381 | ORANGE COUNTY REGISTER | | AD FOR BID 297D ,HAZARDOUS WASTE | 614.00 |
| P12-04382 | ORANGE CO. BUSINESS JOURNAL | | Advertising in OC Biz Journal, The Giving Guide | 4,000.00 |
| P12-04383 | DANIEL J. POTHEN | | Independent Contract summer 1 of 2 | 1,000.00 |
| P12-04384 | ACHRO/EEO ATTN: RUTH CORTEZ | | 2011-2012 ACHRO Membership | 200.00 |
| P12-04385 | JOSHUA PATRICK STANSFIELD | | Musician services | 80.00 |
| P12-04386 | ARACELI TRUJILLO | | PRIDE Panelist Foster/Kinshp | 50.00 |
| P12-04387 | HERNANDEZ, GABRIELA | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04388 | QUEST CONSULTING & TRAINING CORP | | Employer training panel | 27,510.00 |
| P12-04389 | PAW PAW EVERLAST LABEL CO. | | BIOLOGY BEES GARDEN | 126.88 |
| P12-04390 | MONTGOMERY HARDWARE | | Door Replacement for B263 | 1,352.68 |
| P12-04391 | ZEPHYR TURFCARE EQUIPMENT | | Equipment Rental | 710.00 |
| P12-04392 | DELL MARKETING | | Computer | 1,341.54 |
| P12-04393 | DELL MARKETING | | Server for lab SIM | 4,867.32 |
| P12-04394 | PACIFIC NATIONAL GROUP | | PE-300 posts replacement soud side c/y | 7,604.00 |
| P12-04395 | GOVPLACE | | Scanners for Financial Aid | 8,122.56 |
| P12-04397 | DELL MARKETING | | Printer Cartridges | 74.32 |
| P12-04398 | VEX ROBOTICS | | Supplies for IVC/ASEC Engineering Design Lab. | 206.50 |
| P12-04399 | UNITED SITE SERVICES OF CALIFORNIA, INC. | | Portable potties for graduation | 890.49 |
| P12-04400 | MICHAEL WOLF INTERIORS INC. | | Window covering for HS-242 | 554.82 |
| P12-04401 | ALLSTEEL, INC. C/O QUALITY OFFICE FURNISHINGS | | EOPS furniture | 64,651.48 |

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ESCAPE ONLINE

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|-----------------|--|----------------|
| P12-04402 | FISHER SCIENTIFIC | | Supplies for student use in chemistry | 670.71 |
| P12-04403 | WELLS FARGO #3317 (DISTRICT) | | Chemistry smocks/mirrors | 277.02 |
| P12-04404 | VITAL LINK EDUCATION AND BUSINESS CONSORTIUM | | For CTE STEM Initiative | 6,000.00 |
| P12-04405 | DELL MARKETING | | Laptop computer | 5,035.19 |
| P12-04406 | LAERDAL MEDICAL CORP. | | Equipment for nursing | 27,974.73 |
| P12-04407 | DELL MARKETING | | RAPIDTECH New Equip Tech | 4,882.26 |
| P12-04408 | DELL MARKETING | | Dell laptops | 2,436.09 |
| P12-04409 | FLASHBAY, INC. | | 4GB silver flash drives. | 2,666.81 |
| P12-04410 | PACIFIC PARKING SYSTEMS, INC. | | Equipment for permit machine | 2,177.21 |
| P12-04411 | EMERGENCY MEDICAL PRODUCTS | | Defibrillator supplies | 166.30 |
| P12-04412 | H2 ENVIRONMENTAL CONSULTING SERVICES, INC. | | ATEP County Exchg Parcel survey | 5,348.00 |
| P12-04413 | LUIS G. CARDENAS | | Translator for Foster/Kinship | 200.00 |
| P12-04414 | COMPUTERLAND OF SILICON VALLEY | | Adobe CS5 Design and Web-MAC | 373.00 |
| P12-04415 | ACCUVANT INC. | | Board of Trustees Voting System Hardware | 4,782.17 |
| P12-04416 | FARNOOSH SORAYA | | Trainer Foster/Kinship Wkshp | 240.00 |
| P12-04417 | KESSLER CRANE | Bldg W/Com Arts | Tripod and peripherals | 1,760.44 |
| P12-04418 | CAROLINA BIOLOGICAL SUPPLY | | Student chemistry supplies | 68.84 |
| P12-04419 | SPECTRUM LABORATORY PRODUCTS | | Student chemistry supplies | 429.65 |
| P12-04420 | INTEGRATED ENTERPRISES | | Library 2nd & 3rd Floor Modification | 13,706.45 |
| P12-04421 | HAITBRINK ASPHALT PAVING, INC. | | Remove & Replace V-Ditch at Tennis Court | 3,500.00 |
| P12-04422 | DAVE & BUSTERS, INC. | | Staff Development event | 750.30 |
| P12-04423 | FULLERTON CIVIC LIGHT OPERA CO | | Rental of "Joseph" set | 5,500.00 |
| P12-04424 | MICHAEL K. DOMINIC | | Trainer Foster/Kinship Wkshp | 360.00 |
| P12-04425 | WELLS FARGO #3317 | | Equipment/supplies iHired Project/projector | 819.73 |
| P12-04426 | PB AMERICAS, INC. | | Professional service for energy service management | 4,100.00 |
| P12-04427 | RYDIN DECAL | | Parking Permits IVC | 1,504.09 |
| P12-04428 | WELLS FARGO #3317 (DISTRICT) | | Step Stool for Field Trips | 21.51 |
| P12-04429 | MONTGOMERY HARDWARE | | Repair FA-302 door hinges | 2,376.03 |
| P12-04430 | MILLENNIUM BUSINESS SERVICES Marty Cohn | | Business cards for Library | 49.57 |
| P12-04431 | HERCULES PORTABLE POWER, INC. | | Emergency SM generator repairs | 2,339.15 |
| P12-04432 | FISHER SCIENTIFIC | | Science - Biology Student Supplies | 1,329.40 |
| P12-04433 | LAGUNA TOOLS, INC | | Drill Press-Theatre/Perf. Arts | 853.69 |
| P12-04434 | FISHER SCIENTIFIC | | Chemistry Student Supplies | 4,288.78 |
| P12-04435 | POINT AND CLICK SOLUTIONS INC | | Electronic Medical Record Software | 13,334.06 |
| P12-04436 | POCKET NURSE ENTERPRISES, INC. | | Nursing skills lab stool | 234.79 |

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ESCAPE ONLINE

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|-----------------|--|----------------|
| P12-04437 | MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE | Bldg W/Com Arts | Replacement cables | 400.90 |
| P12-04438 | TENERGY CORPORATION dba ALL-BATTERY.COM | . | Supplies for IVC's ASEC engineering design lab | 293.11 |
| P12-04439 | MOUSER ELECTRONICS INC. | . | Supplies for IVC/ASEC Engineering Design Lab | 164.75 |
| P12-04440 | MAKER SHED INC | . | Supplies for IVC/ASEC Engineering Design Lab | 169.46 |
| P12-04441 | DELL MARKETING | | New Equipment Technology | 882.36 |
| P12-04442 | DICK BLICK COMPANY | | Lyndell Stonick-Summer Fee Based Supplies/maskoid | 251.60 |
| P12-04443 | PENNYSAVER | | Print ads for SCLO summer 2012 | 600.00 |
| P12-04444 | MARGUERITE BEAL | | Monitor Foster/Kinship Wkshp | 245.00 |
| P12-04445 | RYDIN DECAL | | SC Parking Permits | 1,978.96 |
| P12-04446 | MAQUINSAL SEWING MACHINE CO. | | Year End Repair/Maint. Sewing Machines | 500.00 |
| P12-04447 | CAPISTRANO SEWING MACHINE CO | | Year End Repair/Maint. Sewing Machines | 493.00 |
| P12-04448 | KATHY WEATHERWAX | | Trainer Foster/Kinship Wkshp | 630.00 |
| P12-04449 | SPECTRUM LABORATORY PRODUCTS | | Chemistry Student Supplies | 1,373.38 |
| P12-04450 | PORTABLE POWER SYSTEMS | | UPS Sealed Lead Acid Batteries | 430.55 |
| P12-04451 | A. DAIGGER & COMPANY | | Biology Stirring Hot Plates | 2,696.57 |
| P12-04452 | CPP, INC. DAVIES BLACK PUBLISHING | IVC Warehouse | Strong Interest, MBTI assessments | 4,153.76 |
| P12-04453 | B & H PHOTO | Bldg W/Com Arts | CTVR-new equipment | 1,378.12 |
| P12-04454 | DATAMAX O'NEIL PRINTER SUPPLIE | | Ticket Writer Envelopes | 4,260.87 |
| P12-04455 | RGP PLANNING & DEVELOPMENT SERVICES | | Professional Services drainage investigation | 1,821.88 |
| P12-04456 | STATE OF CALIFORNIA DEPT. OF GENERAL SERVICES | | Library elevator inspection | 675.00 |
| P12-04457 | SCHWAB APIARIES | | BEE REMOVAL IN CDC YELLOW YARD | 85.00 |
| P12-04458 | WELLS FARGO #3317 (DISTRICT) | | CCLC Directory | 31.00 |
| P12-04459 | MILLENNIUM BUSINESS SERVICES Marty Cohn | | Business cards for student trustee | 49.57 |
| P12-04460 | MARK IV COMMUNICATIONS, INC. | | Data Run for SSC 200 Rehab to support EOPS move | 3,978.24 |
| P12-04461 | WELLS FARGO #3317 | | Office Supplies 2012 | 185.67 |
| P12-04462 | STRATA INFORMATION GROUP | | Professional Services | 20,000.00 |
| P12-04463 | PRECISION PLUMBING | | Remove and Replace Valve in B Quad | 1,929.15 |
| P12-04464 | WELLS FARGO #3317 (DISTRICT) | | Wireless Microphone | 158.14 |
| P12-04465 | HOFFMAN SOUTHWEST CORP. ROTO-ROOTER SERV. & PLUMBING | | Emergency PE-200 gym restroom lines | 178.75 |
| P12-04466 | GROWTH SECTOR CO. | | Grant consulting services for WIF grant | 1,000.00 |
| P12-04467 | GEORGE CASTRO | | Panelist Foster/Kinship | 50.00 |
| P12-04468 | MOLLY SANDOVAL | | Panelist Foster/Kinship | 50.00 |
| P12-04469 | OMAR CERVANTES | | Panelist Foster/Kinship Wkshp | 50.00 |

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|---|-----------------|---|----------------|
| P12-04470 | TRINIDAD VILLANEUVA-MENDEZ | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04471 | DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST | | Mediation Services | 600.00 |
| P12-04472 | UNITED INTERIORS | | Replacement Chairs for Staff | 3,546.04 |
| P12-04473 | DYNAMIC AIR TECHNOLOGY, INC. | | PE-300 air condition repair parts | 380.36 |
| P12-04474 | UNITED RENTALS | | Truck rental for "Joseph" set pick-up | 124.58 |
| P12-04475 | SAMY'S CAMERA | | Signage Supplies Ink Tank | 146.54 |
| P12-04476 | XEROX CORPORATION | | Xerox Copier Reprogramming | 4,630.00 |
| P12-04477 | VON MEYER FIRE AND LIFE SAFETY | | Fire Life Safety Testing | 7,975.00 |
| P12-04478 | B & P SERVICES, INC. | | Power House 1 Phone Room a/c upgrade | 11,320.00 |
| P12-04479 | McKESSON GENERAL MEDICAL CORP | | Medical supplies | 358.99 |
| P12-04480 | JACQUELINE GOODE | | Trainer Foster/Kinship Wkshp | 240.00 |
| P12-04481 | JENNIFER MC GEE | | Panelist Foster/Kinship Wkshp | 100.00 |
| P12-04482 | YVETTE ESTRADA | | Panelist Foster/Kinship Wkshp | 100.00 |
| P12-04483 | ERIN KIM | | Panelist Foster/Kinship Wkshp | 100.00 |
| P12-04484 | CHRIS BEROIZ | | Guest Artist Master Dance Class | 150.00 |
| P12-04485 | MICRO CENTER | | IT instructional supplies | 300.00 |
| P12-04486 | XEROX CORPORATION | | Staples for Xerox Machine | 130.68 |
| P12-04487 | HAITBRINK ASPHALT PAVING, INC. | | Demo slab at the practice football field | 1,550.00 |
| P12-04488 | SAMY'S CAMERA | | Canon Camera for Marketing Department | 515.69 |
| P12-04489 | JAS PRODUCTIONS | | Studio class session | 250.00 |
| P12-04490 | BRIAN I. PEREZ | | Class on site KWVE | 250.00 |
| P12-04491 | UNITED RENTALS | | Truck rental for return of rented "Joseph" set | 150.00 |
| P12-04492 | HOME DEPOT MISSION VIEJO STORE #614 | | Non-instructional Shop Supplies | 300.00 |
| P12-04493 | MISSION REGIONAL HOSPITAL NURSING DEPARTMENT | | Rent Foster/Kinship Wkshps | 500.00 |
| P12-04494 | MAIN GRAPHICS | | SC Student Handbook 2012-2013 | 15,042.55 |
| P12-04495 | SAMY'S CAMERA | Bldg W/Com Arts | Canon digital camera for events | 233.21 |
| P12-04496 | PROFESSIONAL DIVERSIFIED FLOORING | | Staff lounge flooring replacement | 5,490.00 |
| P12-04497 | WALTERS WHOLESALE ELECTRIC | | Critical Need for Electrical Items | 404.04 |
| P12-04498 | ALLSTEEL, INC. C/O CORP. BUSINESS INTERIORS | | SC Library Reno-Power Infeeds/Re-Place Tbl Leg | 2,674.47 |
| P12-04499 | LISA WORKMAN | | Panelist Foster/Kinship Wkshp | 100.00 |
| P12-04500 | CAROL PEI | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04501 | GUISELLE SCOTT | | Trainer Foster/Kinship Wkshp | 630.00 |
| P12-04502 | NINA M. YAMASAKI | | CoTrainer Foster/Kinship Wkshp | 630.00 |
| P12-04503 | ARACELI TRUJILLO | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04504 | HERNANDEZ, GABRIELA | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04505 | KARLA VIVIANA MARTINEZ | | Panelist Foster/Kinship Wkshp | 50.00 |
| P12-04506 | STAR MAINTENANCE SUPPLY | | Equipment rental | 400.00 |

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|------|--|----------------|
| P12-04507 | ORKIN EXTERMINATING, INC. ACURID | | Emergency bee removal at village 31-1 | 250.00 |
| P12-04508 | DENISE BLAIR | | Monitor Foster/Kinship Wkshp | 35.00 |
| P12-04509 | MARIA RENTERIA | | Monitor Foster/Kinship Wkshp | 70.00 |
| P12-04510 | CARIE CRUZ | | Panelist Foster/Kinship | 105.00 |
| P12-04511 | DIEMMY TRAN | | Trainer Foster/Kinship | 240.00 |
| P12-04512 | SYLVIA CORDOVA | | Trainer Foster/Kinship | 240.00 |
| P12-04513 | HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION | | 16 oz. Clear Tumblers | 890.97 |
| P12-04514 | ESSENCE ENTERTAINMENT | | Contract Services-Dance Perspectives | 1,100.00 |
| P12-04515 | DONALD L. EISENTRAUT | | Contract Services-PAC sound tech | 2,130.00 |
| P12-04516 | GOODWILL INDUSTRIES OF ORANGE COUNTY | | Interpretation services for Emeritus | 4,315.00 |
| P12-04517 | S & B FOODS | | Cafeteria Vouchers for CARE Students | 815.00 |
| P12-04518 | PROJECT MANAGEMENT TRAINING INSTITUTE | | CAPM Boot Camp Project (additional Adv day) | 5,400.00 |
| P12-04519 | THE TRANE COMPANY SO. CA L.A. TRANE PARTS, SALES & SVC. | | CDC Yelow Room A/C Parts | 680.07 |
| P12-04520 | HOME DEPOT MISSION VIEJO STORE #614 | | DMP Instructional Supplies | 200.00 |
| P12-04521 | BRIZZ PRODUCTIONS | | Trainer Foster/Kinship Wkshp | 3,000.00 |
| P12-04522 | CORAL FELICIANO | | Coordinator Foster/Kinship | 1,450.00 |
| P12-04523 | TIM SWISS | | SCLO sound and lighting - "Joseph" FY 11-12 | 400.00 |
| P12-04524 | GRESHAM SAVAGE NOLAN & TILDERS ATTORNEYS AT LAW | | Professional Legal and Investigative Services | 1,500.00 |
| P12-04525 | TECTA AMERICA SOUTHERN CALIFORNIA, INC. | | Repairing CDC Roofing | 4,730.00 |
| P12-04526 | NCMPR | | Webinar Registration-NCMPR | 150.00 |
| P12-04527 | HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION | | Outreach pens/ highlighters | 2,318.88 |
| P12-04528 | THE PATON GROUP | | Supplies for Student Projects | 1,054.00 |
| P12-04529 | HOME DEPOT MISSION VIEJO STORE #614 | | Shop Supplies | 300.00 |
| P12-04531 | PENN CORPORATE RELOCATION SERVICES, INC. | | RELOCATION SERV. FOR LRC MOVE | 69,836.61 |
| P12-04532 | R2A ARCHITECTURE | | Architectural Serv., TAS Bldg. & Swing Space | 485,000.00 |
| P12-04533 | NORA REDJAI | | Spot Operator Serv. - "Joseph" | 560.00 |
| P12-04534 | HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION | | Northwest Zippered Padfolio | 903.75 |
| P12-04535 | HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION | | Hampton Tumbler | 583.71 |
| P12-04536 | HALO BRANDED SOLUTIONS, INC. AKA LEE WAYNE CORPORATION | | Capri Tumbler | 630.99 |

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Includes P12-04297 - P12-04537

| PO Number | Vendor Name | Site | Description | Account Amount |
|------------------|---------------------------|-------------|---|-----------------------|
| P12-04537 | CARAVAN CANOPY INTL, INC. | | Cooperative Work Experience Marketing/Canopy | 982.51 |
| | | | Total | 235 |
| | | | | 1,254,123.98 |

| Fund Summary | | | |
|---------------------|------------------------|-----------------|---------------------|
| Fund | Description | PO Count | Amount |
| 01 | General Fund | 224 | 464,784.20 |
| 12 | Child Development Fund | 1 | 498.87 |
| 40 | Capital Outlay Fund | 10 | 788,840.91 |
| Total | | 235 | 1,254,123.98 |

| PO Changes | |
|-------------------------|----------------------|
| New PO Amount | Change Amount |
| Total PO Changes | |

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Includes P13-00063 - P13-00204

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|------|---|----------------|
| P13-00063 | BLACKBAUD, INC. | . | Raiser's Edge Maintenance Renewals | 2,036.04 |
| P13-00064 | BLACKBAUD, INC. | . | Raiser's Edge Spark Bundle | 4,000.00 |
| P13-00065 | STEDMAN COMPUTER SYSTEMS | . | MS Visual Studio Developer Renewal | 8,374.00 |
| P13-00066 | FUSIONSTORM | . | Sun Directory Server Support Renewal (LDAP) | 5,760.00 |
| P13-00067 | THE DATA WAREHOUSING INSTITUTE ATTN: MEMBERSHIP (TDWI) | . | 2012-2013 Membership Renewal | 1,200.00 |
| P13-00068 | IPSWITCH, INC. | . | WhatsUp Gold Premium Renewal | 1,662.48 |
| P13-00069 | COMPONENTSOURCE | . | NetAdvantage for .NET Renewal | 3,560.00 |
| P13-00070 | BONDED WET-DRY CLEANERS | . | Dry cleaning for SCLO | 500.00 |
| P13-00071 | TIM SWISS | . | Sound/lighting supplies for SCLO | 500.00 |
| P13-00072 | TABLEAU SOFTWARE | . | Software user maintenance renewal | 300.00 |
| P13-00073 | APEX AUDIO | . | Repair of equip - SCLO | 500.00 |
| P13-00074 | DANIEL J. POTHEN | . | Independent Consultant Summer 2/2 | 1,000.00 |
| P13-00076 | UCI PRODUCTION | . | Rental of "Dames at Sea" set from UCI | 5,000.00 |
| P13-00077 | ALVAREZ & MARSAL REAL ESTATE ADVISORY SVCS, LLC | . | PROMENADE APARTMENTS | 20,000.00 |
| P13-00078 | EUREKA CAREER INFO. SYSTEMS | . | Eureka Site License Contract 12-13 | 2,128.06 |
| P13-00079 | XEROX CORPORATION | . | Xerox Maintenance Agreement | 1,399.68 |
| P13-00080 | THE RP GROUP | . | SOCCCD 2012-13 Membership Dues-Req | 350.00 |
| P13-00081 | WESTMINSTER PRESS, INC. | . | Printing of Emeritus Schedule of Classes | 4,770.09 |
| P13-00082 | XEROX CORPORATION ATTN: ARDIE HOOD | . | PO for Xerox Services 7/1/12-6/30/13 | 375.00 |
| P13-00083 | WELLS FARGO #3317 (DISTRICT) | . | eFax line for Marcia Milchiker | 210.00 |
| P13-00084 | THOMAS A. FUENTES | . | Reimbursement - Internet service | 500.00 |
| P13-00085 | BILL JAY | . | Reimbursement - Internet service | 950.00 |
| P13-00086 | DAVID B. LANG | . | Reimbursement - Internet service | 625.00 |
| P13-00087 | FRANK M. MELDAU | . | Reimbursement - Internet service | 900.00 |
| P13-00088 | MARCIA MILCHIKER | . | Reimbursement - Internet service | 600.00 |
| P13-00089 | NANCY PADBERG | . | Reimbursement - Internet service | 500.00 |
| P13-00090 | T. J. PRENDERGAST | . | Reimbursement - Internet service | 700.00 |
| P13-00091 | ORANGE CO. BUSINESS JOURNAL | . | OC Business Journal Subscription | 69.00 |
| P13-00092 | CDW-G COMPUTER CENTERS | . | VMWare VSphere Renewal | 9,265.00 |
| P13-00093 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | . | Library Database Renewals | 27,676.90 |
| P13-00094 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | . | Library ebooks per Ana Maria Cobos | 6,111.00 |
| P13-00095 | IRVINE CHAMBER OF COMMERCE | . | Membership - Irv. Chamber of Commerce | 600.00 |
| P13-00096 | S & B FOODS CATERING DIVISION | . | Food for monthly board meetings | 5,500.00 |
| P13-00097 | BOARD OF REGISTERED NURSING | . | Certificate renewal | 200.00 |

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Includes P13-00063 - P13-00204

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--|------|--|----------------|
| P13-00098 | BRIDGES TRANSITIONS, CO. | | Bridges.com annual renewal | 950.00 |
| P13-00099 | THE LIBRARY OF CONGRESS CATALOGING DISTRIBUTION SVC. | | Classification Web Library Database Renewal | 525.00 |
| P13-00100 | MARTECH SYSTEMS, INC. | | Software support/maintenance | 975.00 |
| P13-00101 | IDEAL DATA SOLUTIONS, INC. | | Services for Filing 1099 | 850.00 |
| P13-00102 | VENTEK INTERNATIONAL | | Transaction Processing Service | 1,455.00 |
| P13-00103 | DEPARTMENT OF SOCIAL SERVICES | | CDC licensing fee | 880.00 |
| P13-00104 | RIDDELL AMERICAN SPORTS CORP | | Football Equipment Reconditioning | 3,372.15 |
| P13-00105 | WEST COAST TECHNOLOGY | | Dell Equilogic Storage Device Maintenance Renewal | 7,945.00 |
| P13-00106 | HEWLETT PACKARD COMPANY | | HP System Annual Maintenance & Support | 5,434.35 |
| P13-00107 | CLA INSTALLATION | | Desk Repair | 525.00 |
| P13-00108 | RIDDELL AMERICAN SPORTS CORP | | Football Equipment Supplies Helmets/pads/hardware | 3,467.74 |
| P13-00109 | KEN'S SPORTING GOODS | | Football Team Supplies helmets/facemasks | 1,031.42 |
| P13-00110 | ERC WIPING PRODUCTS, INC. | | Fitness Equipment Supplies Wipes/dispensers | 1,156.29 |
| P13-00111 | WELLS FARGO #4198 | | Create Debate Subscription | 139.00 |
| P13-00112 | HIGH SCHOOL MEDIA, LLC | | CTE CollaborativeAutomotive Ad Outreach | 1,795.20 |
| P13-00113 | MILLENNIUM BUSINESS SERVICES Marty Cohn | | Business Cards Matt Tresler | 49.57 |
| P13-00114 | PACIFIC SCREENWORKS | | T-shirts for Counseling's BSI Project/Fresh. Adv. | 956.28 |
| P13-00115 | XEROX CORPORATION ATTN: ARDIE HOOD | | Lease/Maintenance for Division Walk-up Copiers | 124,786.55 |
| P13-00117 | GUEST ARTISTS | | Labor for "Dames at Sea | 23,000.00 |
| P13-00118 | iPARADIGMS, LLC | | Turnitin software renewal n/c | 55,871.48 |
| P13-00119 | MICHAEL E. WILSON | | Construction management services | 150,000.00 |
| P13-00120 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | | Library ebooks per Ana Maria Cobos | 84,177.30 |
| P13-00121 | ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES | | ACCJC Membership 2012-2013 | 24,714.00 |
| P13-00122 | XEROX CORPORATION ATTN: ARDIE HOOD | | Business Services Xerox Copier | 6,000.00 |
| P13-00123 | XEROX CORPORATION | | Business Services Xerox Copier | 6,415.00 |
| P13-00124 | CDW-G COMPUTER CENTERS | | VMWare Maintenance Renewal | 23,822.00 |
| P13-00125 | SHRED-IT CAMPO ENTERPRISES, INC. | | Payroll - Document Destruction Service | 680.00 |
| P13-00126 | CDW-G COMPUTER CENTERS | | Maintenance Renewal for Camtasia | 288.00 |
| P13-00127 | WELLS FARGO #2078 | | National Seminars Training | 598.00 |
| P13-00128 | OFFICE MAX A BOISE COMPANY | | Office Max Supply Orders | 320,000.00 |
| P13-00129 | OFFICE MAX A BOISE COMPANY | | Office Max Supply Orders | 9,362.00 |
| P13-00130 | IACLEA | | IACLEA Membership | 225.00 |
| P13-00131 | FISHER SCIENTIFIC | | Supplies for Program | 288.58 |

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Includes P13-00063 - P13-00204

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|---|------|--|----------------|
| P13-00132 | NCS PEARSON, INC. | . | License Fee for LD Assessment Software | 95.90 |
| P13-00133 | OCE' | . | OCE - Maintenance Agreement on Fax Machine | 258.00 |
| P13-00134 | VENTEK INTERNATIONAL | . | VENTEK Services | 2,912.50 |
| P13-00135 | EASTBAY TEAM SPORTS | . | MEN'S BASKETBALL GEAR | 10,630.69 |
| P13-00136 | STANCIL CORPORATION | . | Voice Logging Recorder Maintenance Coverage | 1,990.14 |
| P13-00137 | DISH NETWORK Div of EchoStar Satellite | . | DISH Network | 1,000.00 |
| P13-00138 | LEXIPOL LLC | . | Policy manual update subscription | 2,450.00 |
| P13-00139 | COUNTY OF ORANGE AUDITOR-CONTROLLER | . | Radio Fees | 4,000.00 |
| P13-00140 | COUNTY OF ORANGE AUDITOR-CONTROLLER | . | CLETS Fees | 2,600.00 |
| P13-00141 | COUNTY OF ORANGE AUDITOR-CONTROLLER | . | Range Fees | 3,000.00 |
| P13-00142 | KUSUNOKI, GARY I. | . | Citation Hearing Services | 3,200.00 |
| P13-00143 | LANGUAGE LINE SERVICES | . | Language Line n/c | 250.00 |
| P13-00144 | G/M BUSINESS INTERIORS | . | SHC window coverings and lobby furniture | 4,310.00 |
| P13-00145 | SPORTWISE, LLC | . | MEN'S SOCCER GEAR | 6,382.25 |
| P13-00146 | SOCCERKRAZE | . | MEN'S SOCCER GEAR | 3,893.83 |
| P13-00147 | SOCCERKRAZE | . | MEN'S SOCCER ITEMS | 2,367.47 |
| P13-00148 | P.J. OF SOUTHERN CALIFORNIA IRVINE | . | Food for Couseling's BSI Project/Fresh. Adv. | 1,435.23 |
| P13-00149 | SYSTEMS MAINTENANCE SERVICES | . | Power Edge Server Maintenance | 480.00 |
| P13-00150 | APPLE COMPUTER, INC. ATTN: HIEd SALES SUPPORT | . | Maintenance Renewal for Logic Studio | 999.00 |
| P13-00151 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | . | Films on Demand Database Purchase | 7,718.00 |
| P13-00152 | ARTstor | . | ARTstor Database Purchase | 4,900.00 |
| P13-00153 | SOCCERKRAZE | . | WOMEN'S SOCCER ORDER | 7,387.58 |
| P13-00154 | END2END, INC. | . | ARMS Support & Maintenance | 3,700.00 |
| P13-00155 | XEROX CORPORATION | . | Maintenance Agreement for A&R Copier-2012-2013 | 600.00 |
| P13-00156 | VALPAR INTERNATIONAL CORP. | . | Sigi July 1 2012 -13 Renewal Charges | 895.00 |
| P13-00157 | OCE' | . | sx1480 (transcript) fax maintenance agreement | 600.00 |
| P13-00158 | OCE' | . | fx2081 I.S.P fax maint. agr | 600.00 |
| P13-00159 | MOORE WALLACE AN RR DONNELLEY COMPANY | . | Annual Maintenance -- LM 7 Pressure Sealer | 1,700.00 |
| P13-00160 | MILLENNIUM BUSINESS SERVICES Marty Cohn | . | Business Cards | 49.57 |
| P13-00161 | McMAHAN BUSINESS INTERIORS | . | Casters for SBS Chairs | 908.30 |
| P13-00162 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING | . | Live Scan DOJ Fees | 15,800.00 |
| P13-00163 | COUNTY OF ORANGE AUDITOR-CONTROLLER | . | Citation Surcharges | 95,000.00 |

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Includes P13-00063 - P13-00204

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|---|------|---|----------------|
| P13-00164 | WELLS FARGO #3317 (DISTRICT) | | LoJack for laptops theft recov svcs 6/2/12-6/1/13 | 39.99 |
| P13-00165 | METAVIS TECHNOLOGIES, INC. | . | Maintenance Renewal for MetaVis Migrator | 999.00 |
| P13-00166 | GOENGINEER, INC. | . | Maintenance Renewal for SolidWorks | 3,513.69 |
| P13-00167 | XEROX CORPORATION ATTN: ARDIE HOOD | | Xerox Copier Lease-District Purchasing | 3,690.48 |
| P13-00168 | CDW-G COMPUTER CENTERS | . | WhatsUp Gold Maintenance Renewal | 2,087.04 |
| P13-00169 | PING CO. | | W Golf Team Bags Fall 2012 | 1,066.47 |
| P13-00170 | EASTBAY TEAM SPORTS | | Women's Basketball Order | 8,979.78 |
| P13-00171 | EUROSPORT | | Women's Soccer Gear | 3,587.93 |
| P13-00172 | SUN MOUNTAIN SPORTS | | Golf Bags for Golf Team | 1,584.81 |
| P13-00173 | CURTIS PRODUCTS GROUP INC | . | Partitions for BST 215 and BST 217 | 1,629.00 |
| P13-00174 | REALVOLLEYBALL.COM | | Women's Volleyball Uniforms | 5,048.25 |
| P13-00175 | WELLS FARGO #4198 | . | Domain Name Renewal-Educause | 40.00 |
| P13-00176 | CDW-G COMPUTER CENTERS | | Verisign Renewal for District Servers | 34,382.00 |
| P13-00177 | SARS SOFTWARE PRODUCTS, INC. | . | Maintenance Renewal for SARS n/c | 5,940.00 |
| P13-00178 | EASTBAY TEAM SPORTS | | Jerseys for basketball | 614.18 |
| P13-00179 | PITNEY BOWES PRESORT SERVICES | | Bulk Mail Postage Costs | 15,000.00 |
| P13-00180 | CR&R | | Trash collection services | 32,100.00 |
| P13-00181 | CR&R | | Roll-away bin services | 70,000.00 |
| P13-00182 | EASTBAY TEAM SPORTS | | W Soccer F'12 uniforms/supplies | 3,932.32 |
| P13-00183 | AT & T DATACOM INC | | Telecom SmartNet Annual Maintenance Renewal | 155,460.70 |
| P13-00184 | ADRENALIN SPORTS APPAREL DBA JOANN MARIE HYDER | | VOLLEYBALL GEAR FOR WOMEN'S VOLLEYBALL TEAM | 1,738.55 |
| P13-00185 | ADVANCED OFFICE SERVICES IMAGING PLUS | | Annual Maintenance Contract | 273.60 |
| P13-00186 | UNITED SITE SERVICES OF CALIFORNIA, INC. | | Portable rentals at baseball field and green house | 4,287.84 |
| P13-00187 | SHRED-IT CAMPO ENTERPRISES, INC. | | Shredding Services for A&R, EOPS, DSPTS y/c | 2,860.00 |
| P13-00188 | STRATA INFORMATION GROUP | | Professional Services | 75,000.00 |
| P13-00189 | BARCLAYS LAW PUBLISHERS | | Barclays Official California Code Subscription | 150.00 |
| P13-00190 | SIRSI CORPORATION | | Annual Library Software Maintenance Renewal n/c | 62,676.32 |
| P13-00191 | CHRONICLE OF HIGHER EDUCATION | | Subscription-Chronicle of Higher Education | 280.00 |
| P13-00192 | SAN DIEGO GAS & ELECTRIC | | 2012-2013 Electric Service | 650,000.00 |
| P13-00193 | AT&T MOBILITY GOVERNMENT SALES | | 2012-2013 Telephone Service | 110,000.00 |
| P13-00194 | MOULTON-NIGUEL WATER DIST. | | 2012-2013 Water Service | 200,000.00 |
| P13-00195 | SOUTHERN CALIFORNIA GAS CO. | | 2012-2013 Natural Gas Transportation Service | 175,000.00 |

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Includes P13-00063 - P13-00204

| PO Number | Vendor Name | Site | Description | Account Amount |
|-----------|--------------------------------------|------|---|---------------------|
| P13-00196 | BP ENERGY COMPANY | | 2012-2013 Natural Gas supply | 600,000.00 |
| P13-00197 | DS WATERS OF AMERICA, INC. | | 2012-2013 Bottled Water Service | 12,500.00 |
| P13-00198 | AT&T MOBILITY GOVERNMENT SALES | | Courier Cell Phone Service | 160.00 |
| P13-00199 | LOGMEIN, INC. | . | LogMeIn Maintenance Renewal c/y | 4,995.00 |
| P13-00200 | WESTMINSTER PRESS, INC. | | District-wide mailer | 13,899.75 |
| P13-00201 | XEROX CORPORATION | . | lease.maintenance for X700 XV printer | 42,189.30 |
| P13-00202 | CDW-G COMPUTER CENTERS | | Blackberry Licenses Maintenance & Support | 1,318.79 |
| P13-00203 | KEENAN & ASSOCIATES | | D & O w/ OPEB Liability | 38,800.00 |
| P13-00204 | STUTZ ARTIANO SHINOFF & HOLTZ A.P.C. | | For Design Built for ATEP and A-400 IVC | 75,000.00 |
| | | | Total | 140 |
| | | | | 3,592,495.41 |

| Fund Summary | | | |
|--------------|------------------------|------------|---------------------|
| Fund | Description | PO Count | Amount |
| 01 | General Fund | 133 | 3,373,078.41 |
| 12 | Child Development Fund | 3 | 10,617.00 |
| 40 | Capital Outlay Fund | 3 | 170,000.00 |
| 71 | Retiree Benefit Fund | 1 | 38,800.00 |
| Total | | 140 | 3,592,495.41 |

| PO Changes | |
|-------------------------|---------------|
| New PO Amount | Change Amount |
| Total PO Changes | |

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Includes 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|---|---|-------------------|
| RQ12-03301 | CDW GOVERNMENT, INC. | Payment of Outstanding Invoice XRL3882 | 236.44 |
| RQ12-04914 | AMER. BUSINESS MACHINE REPAIR DBA ALL AMERICAN TONER | Repair to Michael O'Meara Printer | 130.00 |
| RQ12-05143 | TONY LIPOLD | Conf. Reimburse-So. Cal Joint Athletic Directors | 411.30 |
| RQ12-05148 | TONY LIPOLD | CCCADA Conference 2012 | 1,010.00 |
| RQ12-05947 | MARK BORDELON | Geology field trip reimbursement | 140.95 |
| RQ12-06074 | IRVINE VALLEY COLLEGE BOOKSTORE | SolidWorks Books for Contract Ed - Newport Corp. | 984.30 |
| RQ12-06123 | NEWBEGINNINGS, INC. CATERING DIVISION | Refreshments for consultant visit | 67.88 |
| RQ12-06189 | JAMES A. PYLE | Reimburse-Court Parking Fees | 10.00 |
| RQ12-06282 | KIM BRANCH-STEWART | Employee Enrollment Fee Reimbursement Request | 72.00 |
| RQ12-06315 | SARAH CHANG | ETS Conference Reimbursement | 100.00 |
| RQ12-06327 | JAYNE KLUNDER | ETS Conference Reimbursement | 100.00 |
| RQ12-06345 | SOUTH COAST A.Q.M.D | FILING FEE FOR SCAQMD RULE 2202 | 428.39 |
| RQ12-06392 | WELLS FARGO #4198 | Webinar-S. Wenzel-CALCPA Education Foundation | 295.00 |
| RQ12-06405 | IRVINE VALLEY COLLEGE | Abate ASG Conference Account | 464.83 |
| RQ12-06413 | JOHN LICITRA | 2012 Ensuring Transfer Success Conference- Licitra | 107.00 |
| RQ12-06416 | MIROSLAVA MANCHIK | PERKINS: Mandatory Advisory Committee Mtng - CIM | 200.00 |
| RQ12-06424 | WELLS FARGO #3317 (DISTRICT) | Printer for Debra Fitzsimons-Office Max | 673.31 |
| RQ12-06429 | GAYNOR, MICHELLE | Reimbursement-FN 110 Class Student Supplies | 5.75 |
| RQ12-06430 | LISA INLOW | Reimbursement-FN 120 Class Supplies | 383.25 |
| RQ12-06434 | DAVIT S. KHACHATRYAN | Conference for Davit Khachatryan | 1,081.66 |
| RQ12-06439 | WELLS FARGO #1606 | Hrdwr for Theat Clsroom Inst-Dream Solutions Ltd. | 144.78 |
| RQ12-06440 | WELLS FARGO #1598 | Training film for theater class-Artfilms, Int. | 177.94 |
| RQ12-06443 | MARK BORDELON | Reimbursement for Geology fied trip costs | 124.94 |
| RQ12-06445 | YOLANDA GOULDSMITH | Y. Gouldsmith ETS Reimbursement | 107.00 |
| RQ12-06446 | BRUCE HAGAN | Reimbursement for domain registration | 37.51 |
| RQ12-06447 | ANDREW CRAVEN | Conference Reimbursement-Cert Train | 120.00 |
| RQ12-06455 | LISA CAVALLARO | Conference Reimbursement-IDAC | 691.91 |
| RQ12-06456 | ROCIO NAVARRO | Attend Classified Staff Development Conference | 304.69 |
| RQ12-06457 | KAY RYALS | Reimbursement For Parking Fees-HTCC | 30.00 |
| RQ12-06460 | TIFFANY TRAN | Reimbursement-ETS conference | 111.10 |
| RQ12-06462 | WELLS FARGO #1598 | Paper Order for Duplicating - Vendor: XPEDX | 148.00 |
| RQ12-06470 | SHAWN NORMAN | Conference-IDAC | 577.98 |
| RQ12-06472 | REBECCA GROFF | Reimbursement-ETS conference | 100.00 |
| RQ12-06478 | VICTORIA BARRETT | Reimbursement for Dance Costume Supplies | 28.43 |
| RQ12-06480 | S & B FOODS | Refreshments For Awards Ceremony | 161.63 |
| RQ12-06487 | CAROL HILTON | ACBO spring 2012 Conference for Carol Hilton | 1,183.52 |
| RQ12-06489 | S & B FOODS | CCUPCA So Calif Event | 354.34 |
| RQ12-06492 | EDWARD TACKETT | AMERIMOLD CONF & EXPO | 1,501.14 |
| RQ12-06499 | JOYCE BARTLOMAIN | Reimbursement for supply purchase | 12.19 |
| RQ12-06505 | WELLS FARGO #1598 | Supplies for IVC/ASEC Engineering Design Lab | 580.70 |
| RQ12-06509 | WELLS FARGO #1598 FISCAL-IVC | Books for Transfer Center | 550.00 |

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Includes 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|---|--|-------------------|
| RQ12-06511 | WELLS FARGO #1598 | Medical supplies-McKesson | 467.03 |
| RQ12-06512 | IRVINE VALLEY COLLEGE BOOKSTORE | Textbooks for Newport Corp-EWD (Contract Ed) | 1,492.98 |
| RQ12-06517 | S & B FOODS | Refreshments for Faculty Celebration | 1,060.04 |
| RQ12-06522 | ERIC D. GARCIA | Conference Reimb-NPDA Natl Championships | 170.00 |
| RQ12-06524 | GARY RYBOLD | Conference Reimb-NPDA Natl Championships | 170.00 |
| RQ12-06525 | JEFF KAUFMANN | Conference Reimb-Floral/Faunal Survey of Mojave | 631.59 |
| RQ12-06526 | DEVON MOHAMED | Conference Reimb-Floral/Faunal Mapping | 174.83 |
| RQ12-06530 | RAUL LEAL | CONF. REIMBURSE-QAC TEST | 260.00 |
| RQ12-06533 | GAYNOR, MICHELLE | Reimbursement for groceries-FN 173 Class | 27.42 |
| RQ12-06535 | WILL GLEN | Reimburse Chief Will Glen | 40.98 |
| RQ12-06536 | S & B FOODS | Articulation Mini-Conference 5/11/12 | 1,513.13 |
| RQ12-06537 | SANTOS GARCIA | REIMBURSEMENT-OC SHERIFF CLASS ATTENDANCE | 30.00 |
| RQ12-06545 | JOON KIL | Conference Reimb-SW Social Sci Ann Mtg | 1,081.01 |
| RQ12-06550 | MISSION VIEJO COUNTRY CLUB | Food for bd self eval retreat | 500.00 |
| RQ12-06560 | SOUTHERN COUNTIES OIL CO. DBA/SC FUELS | Purchase of Fuel for Grounds Area | 1,033.06 |
| RQ12-06562 | BUTLER CHEMICALS, INC. | Dept. Supplies | 235.43 |
| RQ12-06563 | ELIZABETH HORAN | Reimbursement-Faculty Learning Communities | 1,179.00 |
| RQ12-06567 | JENNA MC CARTY | Reimbursement-SCWMF, Wste Mngt Business Meeting | 185.00 |
| RQ12-06568 | MARK BORDELON | Reimbursement-Geology field trip costs | 8.58 |
| RQ12-06571 | SO. ORANGE CO. COMM. COL.DIST | Returning R2T4 Pell Grant funds for Spring, 2012 | 3,762.00 |
| RQ12-06573 | HOME DEPOT MISSION VIEJO STORE #614 | Supplemental materials for prop elevator | 104.67 |
| RQ12-06575 | MATT BRODET | Reimbursement for Blue Ray Burner Purchase | 135.74 |
| RQ12-06576 | SO. ORANGE CO. COMM. COL.DIST | Returning R2T4 Unsub. Loan Funds | 220.00 |
| RQ12-06577 | SAMIR KHUNDY | Reimb. for Granicus server computer part | 109.89 |
| RQ12-06580 | ANGELA OROZCO-MAHANEY | Conference Reimbursement-4CS - CLI | 861.00 |
| RQ12-06581 | JAVIER RODRIGUEZ AGUILERA | Interview Candidate Reimbursement | 995.21 |
| RQ12-06586 | KAREN MC NULTY | Reimbursement-USITT Conference 3/28-31/12 | 509.64 |
| RQ12-06587 | JEFFREY W. HSU | Reimburse-OC Sheriff Simulator Class Attendance | 4.60 |
| RQ12-06588 | NICOLE LOFTUS | Office Supplies reimbursement | 39.85 |
| RQ12-06589 | WEST PAYMENT CENTER | CA Education Code 2012 Pamphlets | 108.84 |
| RQ12-06590 | JEANISE BARTIROMO | Reimbursement-office supplies | 19.37 |
| RQ12-06592 | GARY BARNAK | Reimburse for stationary supplies | 40.13 |
| RQ12-06593 | BEN DOLAN | Reimbursement-Non-Instructional Supplies | 234.25 |
| RQ12-06594 | DEVIN ADAMS | OEC meeting attendance reimb. IVC Athl. Trainer | 105.56 |
| RQ12-06596 | MISSION VIEJO COUNTRY CLUB | Refreshments for DWPC retreat | 1,750.00 |
| RQ12-06597 | WELLS FARGO #2078 | Refreshments for barriers workshop | 1,750.00 |
| RQ12-06598 | SO. ORANGE CO. COMM. COL.DIST | Return to Title IV Funds | 208.00 |
| RQ12-06599 | HEDY RENFRO | CLI Conference Expenses for Hedy Renfro | 814.00 |
| RQ12-06600 | GEE DICKSON | CLI Conference Expenses for Gee Dickson | 814.00 |
| RQ12-06601 | JENNIFER WINSTON | CLI Conference Expenses for Jennifer Winston | 814.00 |
| RQ12-06602 | MICHELLE SCHARF | office supplies | 94.19 |
| RQ12-06603 | MARCIA MILCHIKER | Reimburse for meeting expense | 35.00 |
| RQ12-06605 | S & B FOODS | Commencement/Reception Banquet | 2,422.97 |

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Includes 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|--|---|-------------------|
| RQ12-06606 | TOD A. BURNETT | Reim for travel to ACL meeting in Sacramento | 698.33 |
| RQ12-06607 | S & B FOODS | Lunch for 53 employers on 5/8/12 | 968.67 |
| RQ12-06613 | ELIZABETH CIPRES | ACCCA BOD Meeting | 1,170.00 |
| RQ12-06615 | JOHN PREIKSAITIS | Student J.Preiksaitis - Books, Tuition & Fees-WIB | 524.91 |
| RQ12-06616 | COLLEEN WALLACE | C. Wallace Community Ed fees-TAA Participant | 1,795.00 |
| RQ12-06617 | MIKI MIKOLAJCZAK | ETS Conference Reimbursement | 100.00 |
| RQ12-06620 | CAL CONE ZONE INSTRUCTORS | safety training for FMO | 700.00 |
| RQ12-06621 | FHEG IVC BOOKSTORE STORE NO. 895 M.A 729 | 2012 Commencement F-T Faculty Regalia | 409.45 |
| RQ12-06622 | AMANDA BROUGHTON | Dance reimbursement | 227.53 |
| RQ12-06623 | LISA KAPCHINSKE | Dance reimbursement | 59.20 |
| RQ12-06625 | TED WEATHERFORD | Dance reimbursement | 49.35 |
| RQ12-06626 | SARA NIEVES-LUCAS | ETS Conference Reimbursement | 100.00 |
| RQ12-06627 | SCHOOLS FIRST FEDERAL CREDIT U | Award for District Classified Employee of the Year | 103.00 |
| RQ12-06628 | NINA WELCH | Reimbursement- Supplies purchased | 17.55 |
| RQ12-06629 | CAROL LERMAN | Reimbursement for STEM Expo 4/12-14 | 17.98 |
| RQ12-06630 | BEN DOLAN | Dolan Reimbursement fomon-instructional supplies | 157.29 |
| RQ12-06635 | WELLS FARGO #1598 | Enablement Kit for Xerox 4260 in PE-CDW | 337.30 |
| RQ12-06640 | SADDLEBACK BOOKSTORE - #296 FOLLETT HIGHER EDUCATION GROUP | Sweatshirt-Outreach | 43.05 |
| RQ12-06643 | PEPPER MUSIC COMPANY | Music ordered and received for Music Dept | 347.01 |
| RQ12-06644 | MARY MC DONOUGH | Conference Reimb-Reggio Emilia Approach to Ed. | 1,310.81 |
| RQ12-06645 | TIFFANY TRAN | Conference Reimb. - Articulation Conf. | 227.64 |
| RQ12-06646 | EAGLE COMMUNICATIONS | Repair I.V.C. M.O. radio | 175.73 |
| RQ12-06649 | FUSE COMPANY | Fuses for PE 200 Chiller | 70.00 |
| RQ12-06654 | SOUTH COAST A.Q.M.D | AQMD Fee-July, 2011-June, 2012 (IVC) | 113.88 |
| RQ12-06655 | COMMITTEE ON ACCREDITATION OF EDUCATIONAL PROGRAMS FOR THE | Accreditation Fee and Late Fee for COAEMSP | 1,320.00 |
| RQ12-06658 | REBECCA BECK | Conference Reimb. - CATESOL | 700.00 |
| RQ12-06660 | MELANIE HAERI | Conference Reimb. - Internat'l Reading Assoc. | 1,400.00 |
| RQ12-06661 | KARI L. TUCKER | Conference Reimb. - Western Psych. Assn. | 1,139.77 |
| RQ12-06665 | ORANGE CO. SHERIFF/CORONER | Training-Arrest/Control Tactics Update | 15.00 |
| RQ12-06668 | LA NELL PEEBLES | Reimbursement | 12.95 |
| RQ12-06669 | GLENN ROQUEMORE | Travel for Glenn Roquemore ACCCA Plnng WS | 1,000.00 |
| RQ12-06671 | WELLS FARGO #1606 | SSL Certificate Renewals - GoDaddy.com | 99.98 |
| RQ12-06673 | 3D SYSTEMS, INC. | 3D printer Z310one time service | 2,675.00 |
| RQ12-06674 | WELLS FARGO #1598 | Paper for Duplicating-Xpedx | 280.48 |
| RQ12-06675 | MIROSLAVA MANCHIK | PERKINS 2011-2012 end of year wrap up meeting | 360.00 |
| RQ12-06676 | DR. CRAIG JUSTICE | Trav Reimburse-CCCCIO meeting 5/16/12 | 494.26 |
| RQ12-06678 | KEVIN O'CONNOR | ACCCA Annual Planning Retreat | 846.00 |
| RQ12-06679 | MAUREEN SMITH | Reimbursement for Geography Shed | 12.36 |
| RQ12-06683 | DAVID FRETZ | Reimbursement-Tents for Bio 104 | 210.02 |
| RQ12-06687 | RACHEL MANDERS | Grantwriting Workshop June 19-20 Rachel Manders | 445.00 |
| RQ12-06693 | JANE ROSENKRANS | Reimbursement for Dry Cleaning for BOT Regalia | 45.00 |
| RQ12-06696 | WELLS FARGO #1606 | Emergency Purchase of Diesel Fuel | 892.60 |
| RQ12-06698 | JANE ROSENKRANS | Reimbursement for Commencement Supplies | 66.78 |

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 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|-------------------------------------|---|-------------------|
| RQ12-06703 | S & B FOODS | Refreshments for Meetings 5/11/12 | 104.30 |
| RQ12-06709 | JIM GASTON | Reimb for 2012 RP Conference | 273.92 |
| RQ12-06711 | EMERSON ABBOTT | Conference Reimburse-QAC testing | 220.00 |
| RQ12-06712 | DAVID WAITE | Candidate Travel Reimbursement | 416.51 |
| RQ12-06714 | KELSIE KOZIOL | Reimbursement Dance Costume | 42.98 |
| RQ12-06715 | JACQUELINE NAGATSUKA | Candidate Travel Reimbursement - Nagatsuka | 1,462.21 |
| RQ12-06717 | MICHAEL JAMES | Conference Reimburse-QAC testing | 260.00 |
| RQ12-06718 | WELLS FARGO #1598 | Printopia Software Purchase - ecamm.com | 19.95 |
| RQ12-06722 | PITNEY BOWES | Add'l postage President's letter | 48.59 |
| RQ12-06723 | WELLS FARGO #1598 | VPSS Toner | 445.38 |
| RQ12-06728 | HOME DEPOT MISSION VIEJO STORE #614 | Supplies for student use for Film/TV | 135.24 |
| RQ12-06729 | SO. ORANGE CO. COMM. COL.DIST | Returning of RT24 Pell Grant Funds for Sp, 2012 | 58.00 |
| RQ12-06732 | JOYCE BARTLOMAIN | Reimbursement - pressing services | 46.00 |
| RQ12-06739 | JUNE MC LAUGHLIN | ConfReimburs-SWANA | 130.00 |
| RQ12-06740 | ROOPA MATHUR | ConfReimburse-SWANA | 130.00 |
| RQ12-06743 | CLAIRE CESAREO-SILVA | Reimb:Books for Faculty Learning Communities | 121.67 |
| RQ12-06744 | BARBARA TAMIALIS | Reimb:Books for Faculty Learning Communities | 107.41 |
| RQ12-06745 | KENNETH GRAY WOODWARD | Reimb:Books for Faculty Learning Communities | 90.80 |
| RQ12-06747 | SO. ORANGE CO. COMM. COL.DIST | R2T4 Direct Loan Repayment | 221.00 |
| RQ12-06748 | JENNIFER ABRAHAMS | Reimbursement-BIO 55 Lab Supplies | 32.30 |
| RQ12-06752 | LESLIE MINOR | Interview Candidate Travel Reimbursement | 688.52 |
| RQ12-06754 | PETE'S ROAD SERVICE | Tires | 824.07 |
| RQ12-06755 | CADENCE A. WYNTER | Candidate Travel Reimbursement | 1,411.94 |
| RQ12-06757 | DIANA HURLBUT | Prepayment for Conference | 904.06 |
| RQ12-06758 | HEATHER STERN | ConfReimb-CATESOL Annual | 1,200.00 |
| RQ12-06761 | WELLS FARGO #3317 (DISTRICT) | Office Max-BOT Binders and Tabs | 75.83 |
| RQ12-06762 | PACIFIC TYPEWRITER & COMM. | MArias/Business/4901/350-13 | 119.00 |
| RQ12-06767 | MIROSLAVA MANCHIK | Reimburse-Perkins: Advisory Committee Expenses | 200.00 |
| RQ12-06770 | CLAIRE CESAREO-SILVA | ConfReimb-XXX Int'l Latin Amer Studies | 303.00 |
| RQ12-06771 | PAMELA PATTERSON | ConfReimb-Wilderness First Responder | 267.24 |
| RQ12-06772 | LAURA DILL | ConfReimb-Practical Aspects/Sports Medicine | 500.00 |
| RQ12-06773 | JAMEE MORALES | ConfReimb-Practical Aspects/Sports Medicine | 500.00 |
| RQ12-06774 | KIM D'ARCY | ASCCC Faculty Leadership Institute | 920.00 |
| RQ12-06781 | RACHEL MANDERS | Reimbursement for grant mailing | 53.82 |
| RQ12-06782 | GINA SHAFFER | ConfReimb- Annual Renaissance Conference | 213.69 |
| RQ12-06783 | MARYAM AFSHARI | Conference Reimbursement-CAMFT | 175.66 |
| RQ12-06784 | STEVE CRAPO | ConfReimb-College Football seminar | 920.73 |
| RQ12-06785 | FRANK GONZALEZ | Conf-Reimb-Canada College Math Jam Summer Program | 509.25 |
| RQ12-06789 | CAROLINE GEE | ConfReimb-Teaching Conference | 575.00 |
| RQ12-06790 | KAREN TAYLOR | ConfReimb-Online Teaching | 325.00 |
| RQ12-06791 | LEEANN STONE | ConfReimb-Online Teaching Conference | 500.00 |
| RQ12-06792 | MICHAEL HOGGATT | ConfReimb- Learning Disab Eligibility training | 500.00 |
| RQ12-06793 | MICHAEL HOGGATT | ConfReimb- AAIDD Annual Conference | 475.00 |
| RQ12-06794 | ANA MARIA COBOS | ConfReimb-SALALM LVII, Popular Culture in LM | 1,000.00 |
| RQ12-06795 | JENNIFER RACHMAN | ETS Conference Reimbursement for Jennifer Rachman | 100.00 |

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ESCAPE ONLINE

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Includes 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|-------------------------------------|--|-------------------|
| RQ12-06796 | CHRISTINA NIGRELLI | ConfReimb- PITC Trainer Institue Module I and II | 261.75 |
| RQ12-06799 | CHERYL DOBBIE | Conf. Reimburse-Communication and Collaboration | 40.00 |
| RQ12-06800 | INDUSTRIAL TECHNICAL SERVICES CORP. | Fine Arts emergency a/c repair | 270.00 |
| RQ12-06802 | TURF TIRE DISTRIBUTORS | Cart Tire and Tire Valve Stem for Taylor Dunn Cart | 120.03 |
| RQ12-06805 | CHRIS BROWN | ConfReimb-Virginia Woolf: Interdisciplinary | 500.00 |
| RQ12-06806 | TRACY FANELLI | ConfReimb-Online Teaching | 175.00 |
| RQ12-06808 | JOYCE SEMANIK | Region 8 Mini Conference | 50.00 |
| RQ12-06809 | LISA MONTAGNE GALLOWAY | ConfReimb-Online Teaching 2012 | 500.00 |
| RQ12-06813 | KIMBERLY STANKOVICH | ASCCC Faculty Leadership Institute | 920.00 |
| RQ12-06814 | JENNIFER MC CUE | Reimbursement for Certificate Supplies | 43.71 |
| RQ12-06815 | WELLS FARGO #3317 (DISTRICT) | iTunes Store | 29.99 |
| RQ12-06816 | RICHARD DAHLIN | Reimbursement for Mooring Fees-MST 215 | 68.00 |
| RQ12-06819 | ELIZABETH CIPRES | Region 8 Mini Conference | 20.00 |
| RQ12-06821 | COLLEEN HILDEBRAND | Conference Reimb. - CATESOL | 481.60 |
| RQ12-06822 | DAVID BUGAY | Conference for David Bugay | 1,021.78 |
| RQ12-06828 | A-1 AWARDS | Name plate board mtg governance table | 75.43 |
| RQ12-06837 | HEIDI M. OCHOA | Performance Fac Learning Community Event | 140.00 |
| RQ12-06838 | AMIRA WEGENEK | Reimbursement-Fac Learning Community Event | 140.00 |
| RQ12-06842 | TIFFANY TRAN | Reimbursement- Region 8 Mini Conf. | 20.00 |
| RQ12-06844 | DARREN D. ENGLAND | Reimbursement for purchase of printer | 272.55 |
| RQ12-06848 | JUDY HENMI | Reimburse for Region 8 mini conference May 31 | 20.00 |
| RQ12-06851 | WELLS FARGO #4198 | Tablecloth Cleaning-Good Hands Cleaners | 160.00 |
| RQ12-06853 | JOHN PREIKSAITIS | Student J. Preiksaitis - Books - WIB funded | 51.61 |
| RQ12-06855 | COAST FITNESS REPAIR SHOP | Equipment Repair | 1,403.42 |
| RQ12-06856 | AMY V. GRIMM | Reimburse-Art Supplies-Camera Peripherals | 65.47 |
| RQ12-06858 | ANDREA MC GINLEY | Conf Reimbursement-CASFAA Training - LA | 131.17 |
| RQ12-06860 | CHRISTIAN ALVARADO | Conf Reimbursement-CSSO Region 8 meeting | 22.22 |
| RQ12-06861 | JAVIER WILLIAMS | CASFAA 2012 Training | 79.11 |
| RQ12-06867 | PHEOLIN TRUONG | CASFAA 2012 Training | 116.29 |
| RQ12-06868 | HOANG-QUYEN DANG | CASFAA 2012 Training | 113.18 |
| RQ12-06869 | MAYRA ARIAS | Reimburse for Office Supplies | 194.39 |
| RQ12-06873 | PHUONG T. VU | CASFAA 2012 Training | 114.52 |
| RQ12-06885 | PENNY SKAFF | Reimbursement-Parent Night Refreshments | 66.00 |
| RQ12-06890 | DAVID D. GATEWOOD | Reimbursement-Chamber of Commerce Luncheon Fee | 65.00 |
| RQ12-06902 | MISSION VIEJO COUNTRY CLUB | Refreshments for Chancellor/Presidents retreat | 71.20 |
| RQ12-06904 | IRVINE VALLEY COLLEGE BOOKSTORE | Summer Book Loan Program | 828.87 |
| RQ12-06907 | FARIMAH FAZELI | Conference Reimb. - CMC | 138.86 |
| RQ12-06908 | CHERYL DELSON | Workshop Reimbursement-CARL Conference | 275.00 |
| RQ12-06909 | JACK APPLEMAN | Conference Reimb. - CMC | 139.53 |
| RQ12-06910 | BARI RUDMANN | Conf Reimburse-Western Psychological Association | 700.00 |
| RQ12-06912 | KATHERINE SCHMEIDLER | Conference Reimbursement-Experimental Biology 2012 | 366.78 |
| RQ12-06917 | MARK BORDELON | Conf Reimb-GeoTeach Assoc. | 352.03 |
| RQ12-06918 | LINDA RENNE | Employee Enrollment Fee Reimbursement | 54.00 |

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 05/02/2012 - 06/05/2012

| Requisition Number | Vendor Name | Description | Requisition Total |
|--------------------|----------------------------|--|-------------------|
| RQ12-06922 | JEANISE BARTIROMO | Employee Enrollment Fee Reimbursement | 108.00 |
| RQ12-06924 | A1 INTERNATIONAL TV, INC. | Video Equipment Repair | 557.86 |
| RQ13-00093 | WELLS FARGO #1598 | Credit card use to make field trip reservations | 275.00 |
| RQ13-00190 | WELLS FARGO #1598 | Request for credit card for FT reservations | 100.00 |
| RQ13-00212 | LINDA BASHOR | Academic Senate Meeting | 1,075.00 |
| RQ13-00218 | STEPHANIE DIALTO | Academic Senate Curriculum meeting | 1,075.00 |
| RQ13-00219 | DR. ROBERT BRAMUCCI | Bb World 2012 Conference-RBramucci | 2,790.00 |
| RQ13-00220 | VALERIE GELLER | ConfReimb-InterHarmonyInternationalMusicFestival | 500.00 |
| RQ13-00223 | ELLEN POLING | Western Ass. of Veterans Ed. Specialist Conference | 1,768.72 |
| RQ13-00322 | JEFFREY W. HSU | Reimburse-Training-Arrest/Control Tactics Update | 15.00 |
| RQ13-00363 | SANTOS GARCIA | Reimburse-Training-Driver Simulator | 4.60 |
| RQ13-00364 | VIVIAN NGUYEN | Prepayment for Blackboard Conference | 1,969.00 |
| RQ13-00366 | VALERIE SENIOR | Prepayment/Reimbursement for Blackboard Conference | 1,954.78 |
| RQ13-00377 | ORANGE CO. SHERIFF/CORONER | Training | 30.00 |
| RQ13-00379 | SAFIAH MAMOON | AHIMA Conference July 21-25 | 2,500.00 |
| RQ13-00385 | THOMAS MACKENZIE | Prepayment- BlackBoard World 2012 conference | 1,858.92 |
| RQ13-00435 | JUAN AVALOS | VPSS TO ATTEND CONFERENCE | 2,025.00 |
| RQ13-00437 | KRIS LEPIEN-CHRISTENSEN | ASCCC Curriculum Institute | 1,210.00 |
| RQ13-00473 | JANE C. KIM | ConfReimb-MTAC 2012 Convention | 500.00 |
| RQ13-00474 | DARRELL DEETER | Conf Reimb-NACAT | 1,000.00 |
| RQ13-00475 | HIRO KONISHI | ConfReimb-Documentary Shoot with SC students | 810.98 |
| RQ13-00476 | SIBYLLE GEORGIANNA | ConfReimb-APA Presentation | 500.00 |
| RQ13-00477 | SAFIAH MAMOON | Conf Reimb-AHIMA Workshop | 356.40 |
| RQ13-00481 | NAOMI CHIANESE | ConfReimb-North American Vegetarian Society | 500.00 |
| RQ13-00482 | JENNIFER YU | ConfReimb-Korean Language Teachers | 500.00 |
| RQ13-00483 | ANDREA PETRI | ConfReimb-Teachers of Spanish & Portuguese | 500.00 |
| RQ13-00484 | RENEE BANGERTER | ConfReimb-Critical Thinking and Education Reform | 1,000.00 |
| RQ13-00499 | ACCCA | ACCCA Registration for D. Gatewood | 1,375.00 |
| | | Total | 243 |
| | | | 117,067.55 |

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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| Fund Summary | | | |
|--------------|------------------------|-------------------|-------------------|
| Fund | Description | Requisition Count | Amount |
| | | 1 | .00 |
| 01 | General Fund | 239 | 115,366.83 |
| 12 | Child Development Fund | 2 | 1,269.89 |
| 40 | Capital Outlay Fund | 2 | 430.83 |
| | Total | 244 | 117,067.55 |

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratify

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

For the current reporting period, there were 129 budget transfers processed. In accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations summarized 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

For the period 05/01/12 to 06/07/12

General Fund

| <u>Account</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|---------------------------------------|-------------------------------------|------------------------|------------------------|
| 1000 | Academic Salaries | \$22,346 | |
| 2000 | Classified Salaries | | \$44,739 |
| 3000 | Fringe Benefits | | \$2,364 |
| 4000 | Books and Supplies | \$27,767 | |
| 5000 | Other Operating Expenses & Services | \$7,925 | |
| 6000 | Capital Outlay | | \$13,047 |
| 7000 | Other Outgo | \$2,112 | |
| Total Transfers - General Fund | | <u>\$60,150</u> | <u>\$60,150</u> |

Capital Outlay Fund

| <u>Account</u> | <u>Description</u> | <u>From</u> | <u>To</u> |
|--|-------------------------------------|----------------------------|----------------------------|
| 4000 | Books and Supplies | \$1,000 | |
| 5000 | Other Operating Expenses & Services | \$24,000 | |
| 6000 | Capital Outlay | \$12,975,000 | |
| 7000 | Other Outgo | | \$13,000,000 |
| Total Transfers - Capital Outlay Fund | | <u>\$13,000,000</u> | <u>\$13,000,000</u> |

| | | | |
|------------------------|--|----------------------------|----------------------------|
| Total Transfers | | <u>\$13,060,150</u> | <u>\$13,060,150</u> |
|------------------------|--|----------------------------|----------------------------|

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.25
DATE: 6/25/12

TO: Board of Trustees
FROM: Gary L. Poertner, 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. 158603 through 159683 processed through the Orange County Department of Education, totaling \$5,471,857.34; and Checks No. 010382 through 010400, processed through Saddleback College Community Education, totaling \$43,582.43; and Checks No. 008992 through 009002, processed through Irvine Valley College Community Education, totaling \$99,813.49 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.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 158603 | 05/02/2012 | UC REGENTS UCSD | 150.00 |
| 158604 | 05/02/2012 | FHEG IVC BOOKSTORE NO. 895 MA 66 | 223.43 * |
| | | Cancelled on 05/02/2012, Cancel Register # AP05022012B | |
| 158605 | 05/02/2012 | FHEG IVC BOOKSTORE NO. 895 MA 62 | 429.28 * |
| | | Cancelled on 05/02/2012, Cancel Register # AP05022012B | |
| 158606 | 05/02/2012 | IRVINE VALLEY COLLEGE | 17.00 * |
| | | Cancelled on 05/02/2012, Cancel Register # AP05022012B | |
| 158607 | 05/02/2012 | IRVINE VALLEY COLLEGE | 449.00 * |
| | | Cancelled on 05/02/2012, Cancel Register # AP05022012B | |
| 158608 | 05/02/2012 | PACIFIC PARKING SYSTEMS, INC. | 162.36 |
| 158609 | 05/02/2012 | EMMA PEREZ | 60.00 |
| 158610 | 05/02/2012 | LILIANN PEREZ-STROUD | 360.00 |
| 158611 | 05/02/2012 | PETE'S ROAD SERVICE | 415.76 |
| 158612 | 05/02/2012 | POWER CLEANERS | 162.03 |
| 158613 | 05/02/2012 | THOMAS JOHN PRENDERGAST | 54.99 |
| 158614 | 05/02/2012 | PROFORMA PRINT & MARKETING | 316.54 |
| 158615 | 05/02/2012 | QUEZADA PRO LANDSCAPE, INC. | 525.00 |
| 158616 | 05/02/2012 | RICHARD WHITMARK DBA RANCHO VIEJO GLASS | 275.00 |
| 158617 | 05/02/2012 | RECYCLE CLEAR | 818.09 |
| | | Unpaid Sales Tax | 51.31 |
| | | Expensed Amount | 869.40 |
| 158618 | 05/02/2012 | RICHARD THE THREAD EMPIRE TAPE COMPANY | 1,419.28 |
| 158619 | 05/02/2012 | RICOH AMERICAS CORPORATION RICOH CUSTOMER FINANCE CORP. | 70.70 |
| 158620 | 05/02/2012 | RICOH AMERICAS CORPORATION | 1,371.11 |
| 158621 | 05/02/2012 | MICHELLE RIELL | 200.00 |
| 158622 | 05/02/2012 | HOFFMAN SOUTHWEST CORP. ROTO-ROOTER SERV. & PLUMBING | 1,350.00 |
| 158623 | 05/02/2012 | S & B FOODS CATERING DIVISION | 111.25 |
| 158624 | 05/02/2012 | SAFWAY INC/PAVILIONS | 128.97 |
| 158625 | 05/02/2012 | SAMY'S CAMERA ATTN: ACCOUNTS RECEIVABLES | 231.78 |
| 158626 | 05/02/2012 | DANIEL SCOTT | 1,186.22 |
| 158627 | 05/02/2012 | JARED SCOTT | 90.00 |
| 158628 | 05/02/2012 | SEHI PROCOMP COMPUTER PRODUCTS | 2,945.33 |
| 158629 | 05/02/2012 | RUSSELL SIGLER, INC. | 74.57 |
| 158630 | 05/02/2012 | SIMS TREE HEALTH SPEC., INC. | 247.50 |
| 158631 | 05/02/2012 | JAMIE SMITH | 8.13 |
| 158632 | 05/02/2012 | SOUTH COAST SAILING TEAM ATTN: JIM WEHAN | 1,260.00 |
| 158633 | 05/02/2012 | SOUTHERN COUNTIES OIL DBA/SC FUELS | 5,049.74 |
| 158634 | 05/02/2012 | SVM, LP | 4,135.95 |
| 158635 | 05/02/2012 | TAMS-WITMARK MUSIC LIBRARY | 68.50 |
| 158636 | 05/02/2012 | PATRIC TAYLOR | 130.00 |
| 158637 | 05/02/2012 | DR. VINCENT TINTO | 3,119.42 |
| 158638 | 05/02/2012 | TRUE SOUTH RENEWABLES, INC. | 495.00 |
| 158639 | 05/02/2012 | TUSTIN CHRYSLER JEEP DODGE WHOLESALE PARTS | 21.33 |
| 158640 | 05/02/2012 | TUSTIN UNIFIED SCHOOL DISTRICT | 95.60 |
| 158641 | 05/02/2012 | UNION ELECTRONIC DISTRIBUTORS | 320.00 |
| | | Unpaid Sales Tax | 24.80 |
| | | Expensed Amount | 344.80 |

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 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|---|---|--------------|
| 158642 | 05/02/2012 | UNITED SITE SERVICES OF CALIFORNIA, INC. | 624.92 |
| 158643 | 05/02/2012 | LUIS MAURICIO VASQUEZ | 875.00 |
| 158644 | 05/02/2012 | REMREDIOS VILLEN0 | 200.00 |
| 158645 | 05/02/2012 | VISTA PAINT CORPORATE OFFICE | 450.90 |
| 158646 | 05/02/2012 | WALTERS WHOLESALE ELECTRIC | 454.81 |
| 158647 | 05/02/2012 | WARE DISPOSAL CO., INC. | 20,663.23 |
| 158648 | 05/02/2012 | WAWAK | 49.80 |
| | | Unpaid Sales Tax | 3.85 |
| | | Expensed Amount | 53.65 |
| 158649 | 05/02/2012 | KATHLEEN WERLE | 18.37 |
| 158650 | 05/02/2012 | WESTERN GRAPHICS PLUS, INC. | 2,056.23 |
| 158651 | 05/02/2012 | MICHAEL E. WILSON | 11,628.00 |
| 158652 | 05/02/2012 | WOODBIDGE HIGH SCHOOL | 800.00 * |
| | Cancelled on 05/31/2012, Cancel Register # AP05312012 | | |
| 158653 | 05/02/2012 | WORLD PRECISION INSTRUMENTS | 152.00 |
| | | Unpaid Sales Tax | 11.78 |
| | | Expensed Amount | 163.78 |
| 158654 | 05/02/2012 | SMART & FINAL IRIS CO. | 644.85 |
| 158655 | 05/02/2012 | KATHARINE S. BROOKS | 8,000.00 |
| 158656 | 05/03/2012 | FHEG IVC BOOKSTORE NO. 895 MA 66 | 223.43 |
| 158657 | 05/03/2012 | FHEG IVC BOOKSTORE NO. 895 MA 62 | 429.28 |
| 158658 | 05/03/2012 | IRVINE VALLEY COLLEGE | 17.00 |
| 158659 | 05/03/2012 | IRVINE VALLEY COLLEGE | 449.00 |
| 158660 | 05/03/2012 | FHEG SADDLEBACK BOOKSTORE STORE 296 MA 296113 | 9,564.08 |
| 158661 | 05/03/2012 | EMERSON ABBOTT | 24.29 |
| 158662 | 05/03/2012 | AMER. INSTITUTE OF ARCHITECTS | 525.00 |
| 158663 | 05/03/2012 | TOD A. BURNETT | 331.40 |
| 158664 | 05/03/2012 | DON BUSCHE | 288.63 |
| 158665 | 05/03/2012 | LUCIE DURAN-HERWEHE | 793.43 |
| 158666 | 05/03/2012 | THADDEUS J. FALENCKI JR. | 540.54 |
| 158667 | 05/03/2012 | REBECCA GROFF | 750.00 |
| 158668 | 05/03/2012 | ANTHONY HUNTLEY | 350.00 |
| 158669 | 05/03/2012 | THE GRAND HYATT WASHINGTON | 1,369.44 |
| 158670 | 05/03/2012 | DENICE INCIONG | 898.65 |
| 158671 | 05/03/2012 | MICHAEL JAMES | 4.48 |
| 158672 | 05/03/2012 | MARK KRUHMIN | 386.43 |
| 158673 | 05/03/2012 | PHILLIS KUCHARSKI | 826.74 |
| 158674 | 05/03/2012 | KIM MC CORD | 91.91 |
| 158675 | 05/03/2012 | ANDREA MC GINLEY | 127.95 |
| 158676 | 05/03/2012 | SHAWN NORMAN | 851.73 |
| 158677 | 05/03/2012 | KEVIN O'CONNOR | 343.92 |
| 158678 | 05/03/2012 | OCTANE | 75.00 |
| 158679 | 05/03/2012 | NICOLE ORTEGA | 35.00 |
| 158680 | 05/03/2012 | LARRY RADDEN | 1,399.09 |
| 158681 | 05/03/2012 | LARRY A. SIMS | 700.00 |
| 158682 | 05/03/2012 | DENNIS STACHELSKI | 120.84 |
| 158683 | 05/03/2012 | SUSAN STERN | 1,205.89 |
| 158684 | 05/03/2012 | STEVE TEH | 350.00 |

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--|------------|--|--------------|
| 158685 | 05/03/2012 | GENE TJOA | 1,054.67 |
| 158686 | 05/03/2012 | PHEOLIN TRUONG | 103.64 |
| 158687 | 05/03/2012 | KATHLEEN WERLE | 7.84 |
| 158688 | 05/03/2012 | JAVIER WILLIAMS | 29.11 |
| 158689 | 05/04/2012 | AVIS BUDGET GROUP | 2,383.64 |
| 158690 | 05/04/2012 | APEC CORP. dba SPECIALTY EQUIPMENT CO. | 855.45 |
| 158691 | 05/04/2012 | WELLS FARGO #3317 | 7,272.86 |
| | | Unpaid Sales Tax | 445.45 |
| | | Expensed Amount | 7,718.31 |
| 158692 | 05/07/2012 | A TO Z CIRCUIT BREAKERS | 161.63 |
| 158693 | 05/07/2012 | A-1 AWARDS | 765.83 |
| 158694 | 05/07/2012 | AAA ACCESS SMOG | 50.00 |
| 158695 | 05/07/2012 | AARDVARK CLAY AND SUPPLIES | 5,756.01 |
| 158696 | 05/07/2012 | ABC ICE HOUSE | 49.13 |
| 158697 | 05/07/2012 | ADCLUB ADVERTISING SERVICE | 3,968.70 |
| 158698 | 05/07/2012 | LINDA ADLER-KASSNER | 500.00 |
| 158699 | 05/07/2012 | KATE ALDER | 32.98 |
| 158700 | 05/07/2012 | AMER. CHEMICAL SOCIETY | 148.00 |
| 158701 | 05/07/2012 | AMERICAN GRIP INC. | 692.86 |
| 158702 | 05/07/2012 | WARREN ANSALDO | 34.07 |
| 158703 | 05/07/2012 | APPLE COMPUTER INC. | 9,421.23 |
| 158704 | 05/07/2012 | AUCA LOS ANGELES | 119.40 |
| 158705 | 05/07/2012 | ARC AMER. REPROGRAPHICS CO. | 111.02 |
| 158706 | 05/07/2012 | LEE ARMSTRONG CO., INC. | 3,487.00 |
| 158707 | 05/07/2012 | ARMSTRONG MEDICAL INDUSTRIES | 1,551.60 |
| 158708 | 05/07/2012 | ARROWHEAD DRINKING WATER | 77.56 |
| 158709 | 05/07/2012 | ARS ENTERPRISES | 605.03 |
| 158710 | 05/07/2012 | ART SUPPLY WAREHOUSE | 1,162.58 |
| 158711 | 05/07/2012 | ATI | 517.00 |
| 158712 | 05/07/2012 | ATKINSON, ANDELSON, LOYA, RUUD & ROMO | 27,195.58 |
| 158713 | 05/07/2012 | ACCUVANT INC. | 77,335.93 |
| 158714 | 05/07/2012 | ALVAREZ & MARSAL ATTN: LIZ CARRINGTON | 5,126.04 |
| 158715 | 05/07/2012 | CLARK SECURITY PRODUCTS INC. | 575.39 |
| 158716 | 05/07/2012 | ENAMIX, INC. | 5,600.00 |
| 158717 | 05/07/2012 | i3 SOLUTIONS | 3,900.00 |
| 158718 | 05/07/2012 | NEUDESIC, LLC | 37,994.50 |
| 158719 | 05/07/2012 | PRECISION PLUMBING | 3,867.36 |
| 158720 | 05/07/2012 | RGP PLANNING & DEVELOPMENT SERVICES | 20,433.14 |
| 158721 | 05/07/2012 | TRACE3 | 96,784.36 * |
| Cancelled on 05/11/2012, Cancel Register # AP05112012B | | | |
| 158722 | 05/07/2012 | XEROX CORP. | 5,103.32 |
| 158723 | 05/07/2012 | XEROX CORPORATION | 5,924.39 |
| 158724 | 05/07/2012 | AT & T MOBILITY | 59.55 |
| 158725 | 05/07/2012 | AT&T | 12.02 |
| 158726 | 05/07/2012 | OFFICEMAX CONTRACT INC. | 4,687.25 |
| 158727 | 05/07/2012 | SOUTHERN CALIFORNIA EDISON CO. | 2,056.47 |
| 158728 | 05/07/2012 | SOUTHERN CALIFORNIA EDISON CO. | 174.11 |
| 158729 | 05/07/2012 | 4 IMPRINT | 1,349.04 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|--|---|--------------|
| | | Unpaid Sales Tax | 95.99 |
| | | Expensed Amount | 1,445.03 |
| 158730 | 05/07/2012 | LAURA ABRAMS | 58.99 |
| 158731 | 05/07/2012 | DAVID E. ANDERSON, JR. | 93.94 |
| 158732 | 05/07/2012 | BARBARA BANGS | 28.13 |
| 158733 | 05/07/2012 | DRAKE, EUGENE | 14.99 |
| 158734 | 05/07/2012 | RUBY HAZZARD | 74.93 |
| 158735 | 05/07/2012 | PATTY HELTON | 44.96 |
| 158736 | 05/07/2012 | MALIA HILL | 2,528.69 |
| 158737 | 05/07/2012 | LESLIE HUMPHREY | 74.83 |
| 158738 | 05/07/2012 | IRVINE RANCH WATER DIST. | 279.87 |
| 158739 | 05/07/2012 | JOHANNUS L.A., LLC | 1,680.36 |
| 158740 | 05/07/2012 | DAVIT S. KHACHATRYAN, | 42.07 |
| 158741 | 05/07/2012 | TONI LAKOW | 29.97 |
| 158742 | 05/07/2012 | TEDDI LORCH | 30.86 |
| 158743 | 05/07/2012 | LORI MANGELS | 119.88 |
| 158744 | 05/07/2012 | ANITA MC DONALD | 14.99 |
| 158745 | 05/07/2012 | MISSION VIEJO FLORIST | 581.85 |
| 158746 | 05/07/2012 | NEWBEGINNINGS, INC. CATERING DIVISION | 1,828.56 |
| 158747 | 05/07/2012 | COUNTY OF ORANGE DANA POINT HARBOR | 1,008.00 |
| 158748 | 05/07/2012 | SOKHA SONG | 256.21 |
| 158749 | 05/07/2012 | TARULLI, JENNIFER | 70.26 |
| 158750 | 05/07/2012 | KARINE ZAKARYAN | 14.99 |
| 158751 | 05/07/2012 | PARKWAY LAWNMOWER SHOP | 26.43 |
| 158752 | 05/07/2012 | LA NELL PEEBLES | 9.54 |
| 158753 | 05/07/2012 | RED DIGITAL CAMERA COMPANY | 1,023.63 |
| 158754 | 05/07/2012 | SADDLEBACK GOLF CARS, INC. | 250.55 |
| 158755 | 05/07/2012 | BENJAMIN SAYLES | 100.00 |
| 158756 | 05/07/2012 | SIXTEN, INC. dba SIXTEN & ASSOC. | 1,360.64 |
| 158757 | 05/07/2012 | EVAN STRAND | 100.00 |
| 158758 | 05/07/2012 | SHARON SYAU | 111.39 |
| 158759 | 05/07/2012 | TUKATECH | 9,697.50 |
| 158760 | 05/07/2012 | TURF TIRE DISTRIBUTORS | 107.10 |
| 158761 | 05/07/2012 | VITAL LINK EDUCATION AND BUSINESS CONSORTIUM | 70.00 |
| 158762 | 05/07/2012 | WALTERS WHOLESALE ELECTRIC | 1,122.20 |
| 158763 | 05/07/2012 | WARD'S NATURAL SCIENCE | 40.65 |
| 158764 | 05/07/2012 | WARE DISPOSAL CO., INC. | 1,507.95 |
| 158765 | 05/07/2012 | YALE CHASE MATERIALS HANDLING | 87.71 |
| 158766 | 05/07/2012 | BRIAN YARNALL | 11.84 |
| 158767 | 05/07/2012 | CORINNE VAN HORN | 532.24 |
| 158768 | 05/07/2012 | ACCCA | 285.00 * |
| | Cancelled on 05/15/2012, Cancel Register # AP05152012A | | |
| 158769 | 05/07/2012 | AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC | 1,151.20 |
| 158770 | 05/07/2012 | HILTON SACRAMENTO ARDEN WEST | 437.49 * |
| | Cancelled on 05/15/2012, Cancel Register # AP05152012A | | |
| 158771 | 05/07/2012 | HYATT REGENCY ATLANTA | 583.05 |
| 158772 | 05/07/2012 | HYATT REGENCY ATLANTA | 583.05 |
| 158773 | 05/08/2012 | ACSIG/EDGE | 127,579.12 |

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|--------------|------------|--|--------------|
| 158774 | 05/08/2012 | ACSIG/EDGE | 42,263.90 |
| 158775 | 05/08/2012 | HYATT LEGAL | 7,138.00 |
| 158776 | 05/08/2012 | PACIFICARE BEHAVIORAL HEALTH | 3,073.77 |
| 158777 | 05/08/2012 | PRUDENTIAL INSURANCE COMPANY OF AMERICA | 25,685.80 |
| 158778 | 05/08/2012 | PRUDENTIAL INSURANCE COMPANY OF AMERICA | 14,400.97 |
| 158779 | 05/08/2012 | SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE | 1,175,941.00 |
| 158780 | 05/08/2012 | UNUM LIFE INSURANCE COMPANY | 1,409.70 |
| 158781 | 05/08/2012 | UNUM LIFE INSURANCE COMPANY | 3,225.72 |
| 158782 | 05/08/2012 | ACSIG/EDGE | 19,209.38 |
| 158783 | 05/08/2012 | ACSIG/EDGE | 5,142.34 |
| 158784 | 05/08/2012 | SISC III HEALTH BENEFITS ACCOUNTS RECEIVABLE | 316,840.00 |
| 158785 | 05/08/2012 | AFFILIATED COMPUTER SERVICES | 175.55 |
| 158786 | 05/08/2012 | ART SUPPLY WAREHOUSE | 1,222.47 |
| 158787 | 05/08/2012 | ATI | 35.00 |
| 158788 | 05/08/2012 | AUTOMOTIVE ELECTRONIC SERVICES | 728.12 |
| 158789 | 05/08/2012 | B & H PHOTO | 1,059.70 |
| | | Unpaid Sales Tax | 82.13 |
| | | Expensed Amount | 1,141.83 |
| 158790 | 05/08/2012 | BAJA FRESH MEXICAN GRILL | 991.41 |
| 158791 | 05/08/2012 | BAKER & TAYLOR | 442.09 |
| 158792 | 05/08/2012 | BLACKBAUD, INC. | 6,036.04 |
| 158793 | 05/08/2012 | BLICK ART MATERIALS | 53.27 |
| 158794 | 05/08/2012 | THE BLIND FACTORY | 465.00 |
| 158795 | 05/08/2012 | BOUNDTREE MEDICAL | 3,001.55 |
| 158796 | 05/08/2012 | NANCY BRACKEN | 490.26 |
| 158797 | 05/08/2012 | BROCK ENTERPRISES LLC | 507.37 |
| | | Unpaid Sales Tax | 39.32 |
| | | Expensed Amount | 546.69 |
| 158798 | 05/08/2012 | MIKE BROWN GRANDSTANDS | 500.00 |
| 158799 | 05/08/2012 | BULLFROG FILMS | 324.86 |
| 158800 | 05/08/2012 | LARRY BURBRIDGE, D.O., FACEP | 1,500.00 |
| 158801 | 05/08/2012 | KRISTEN BUSH | 2,870.00 |
| 158802 | 05/08/2012 | CALIFORNIA STAGE/LIGHTING, INC | 702.00 |
| 158803 | 05/08/2012 | CABLES TO GO DIVISION OF LASTAR.COM | 43.54 |
| 158804 | 05/08/2012 | CAPISTRANO-LAGUNA BEACH ROP | 3,313.62 |
| 158805 | 05/08/2012 | CAPISTRANO UNIFIED SCHOOL DISTRICT | 4,825.00 |
| 158806 | 05/08/2012 | CDW GOVERNMENT, INC. | 202.25 |
| 158807 | 05/08/2012 | CSUF ASC | 13,028.00 |
| 158808 | 05/08/2012 | HENCELYN CHU | 125.51 |
| 158809 | 05/08/2012 | CINTAS CORPORATION | 47.00 |
| 158810 | 05/08/2012 | CINTAS DOCUMENT MANAGEMENT | 159.50 |
| 158811 | 05/08/2012 | BCH WATERWORKS | 135.00 |
| 158812 | 05/08/2012 | CDW GOVERNMENT, INC. | 389.08 |
| 158813 | 05/09/2012 | CHEVRON AND TEXACO BUSINESS CARD SERVICES | 2,854.15 |
| 158814 | 05/09/2012 | SHELL FLEET CARD SERVICES PROCESSING CENTER | 6,027.18 |
| 158815 | 05/09/2012 | JANINE C. CIRRITO | 2,300.00 |
| 158816 | 05/09/2012 | COACH AMERICA | 823.05 |
| 158817 | 05/09/2012 | COLLEGE BRAIN TRUST | 4,748.52 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 158818 | 05/09/2012 | COMPONENTSOURCE | 3,560.00 |
| 158819 | 05/09/2012 | COMPUTERLAND | 188.32 |
| 158820 | 05/09/2012 | CONCORD HEALTH SUPPLY, INC. | 179.00 |
| | | Unpaid Sales Tax | 13.87 |
| | | Expensed Amount | 192.87 |
| 158821 | 05/09/2012 | CONSOLIDATED ELECTRICAL DIST. | 346.24 |
| 158822 | 05/09/2012 | DIANE M. CRANLEY | 180.00 |
| 158823 | 05/09/2012 | CYNOSURE NEW MEDIA, INC. | 1,500.00 |
| 158824 | 05/09/2012 | W. MIKE DALE | 17.20 |
| 158825 | 05/09/2012 | DANA POINT FUEL DOCK | 292.10 |
| 158826 | 05/09/2012 | DANA POINT YACHT MAINTENANCE | 72.15 |
| 158827 | 05/09/2012 | PACIFIC COAST BUILDING SPECIALTIES, INC. | 1,691.03 |
| 158828 | 05/09/2012 | PASCO SCIENTIFIC | 77.58 |
| 158829 | 05/09/2012 | PAULINES PROFESSIONAL POTPOURRI | 2,246.87 |
| 158830 | 05/09/2012 | PC MALL GOV. INC. | 106.70 |
| 158831 | 05/09/2012 | NCS PEARSON, INC. | 350.30 |
| 158832 | 05/09/2012 | PEP BOYS REMITTANCE DEPARTMENT | 1,048.30 |
| 158833 | 05/09/2012 | J.W. PEPPER & SON, INC. | 10.78 |
| 158834 | 05/09/2012 | PETE'S ROAD SERVICE | 1,565.89 |
| 158835 | 05/09/2012 | PURETEC | 503.40 |
| 158836 | 05/09/2012 | QUEST DIAGNOSTICS | 507.80 |
| 158837 | 05/09/2012 | RICOH AMERICAS CORPORATION | 65.56 |
| 158838 | 05/09/2012 | THE RP GROUP | 350.00 |
| 158839 | 05/09/2012 | S & B FOODS CATERING DIVISION | 256.45 |
| 158840 | 05/09/2012 | S & B FOODS CATERING DIVISION | 1,060.04 |
| 158841 | 05/09/2012 | S & B FOODS CATERING DIVISION | 354.34 |
| 158842 | 05/09/2012 | S & B FOODS CATERING DIVISION | 565.69 |
| 158843 | 05/09/2012 | SADDLEBACK MATERIALS COMPANY | 723.44 |
| 158844 | 05/09/2012 | SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT | 4,825.00 |
| 158845 | 05/09/2012 | SAFeway INC/PAVILIONS | 260.94 |
| 158846 | 05/09/2012 | SAMY'S CAMERA ATTN: ACCOUNTS RECEIVABLES | 381.44 |
| 158847 | 05/09/2012 | JARED SCOTT | 90.00 |
| 158848 | 05/09/2012 | SEHI PROCOMP COMPUTER PRODUCTS | 221.46 |
| 158849 | 05/09/2012 | SHRED-IT USA-SAN DIEGO | 140.00 |
| 158850 | 05/09/2012 | SIGN A RAMA | 157.32 |
| 158851 | 05/09/2012 | SMART & FINAL IRIS CO. | 2,186.85 |
| 158852 | 05/09/2012 | STEDMAN COMPUTER SYSTEMS | 8,374.00 |
| 158853 | 05/09/2012 | TABLEAU SOFTWARE | 300.00 |
| 158854 | 05/09/2012 | TELERIK INC. BOSTON OFFICE | 584.10 |
| 158855 | 05/09/2012 | TFP GROUP | 175.00 |
| 158856 | 05/09/2012 | TRAFFIC MANAGEMENT INC. | 583.68 |
| 158857 | 05/09/2012 | TRAVEL VIDEO STORE.COM | 193.29 |
| | | Unpaid Sales Tax | 14.98 |
| | | Expensed Amount | 208.27 |
| 158858 | 05/09/2012 | TURNER SIGNS & GRAPHICS | 4,500.00 |
| 158859 | 05/09/2012 | TUSTIN UNIFIED SCHOOL DISTRICT | 888.24 |
| 158860 | 05/09/2012 | TUTTLE-CLICK FORD | 200.24 |
| 158861 | 05/09/2012 | UCS, LTD. | 4,574.00 |

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--|------------|---|--------------|
| | | Unpaid Sales Tax | 325.42 |
| | | Expensed Amount | 4,899.42 |
| 158862 | 05/09/2012 | VENTEK INTERNATIONAL | 180.00 |
| 158863 | 05/09/2012 | WARD'S NATURAL SCIENCE | 501.68 |
| 158864 | 05/09/2012 | WARE DISPOSAL CO., INC. | 15,724.86 |
| 158865 | 05/09/2012 | W A X I E | 1,231.45 |
| 158866 | 05/09/2012 | LISA R. WELLER | 150.00 |
| 158867 | 05/09/2012 | WILLIAMS RECORDING | 2,000.00 |
| 158868 | 05/09/2012 | X OBJECT INC | 4,520.41 |
| 158869 | 05/09/2012 | ROCKVIEW FARMS | 418.88 |
| 158870 | 05/09/2012 | SMART & FINAL IRIS CO. | 435.44 |
| 158871 | 05/09/2012 | SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION | 1,527.80 |
| 158872 | 05/09/2012 | RPM CONSULTANT GROUP | 2,968.24 |
| 158873 | 05/10/2012 | EMERSON ABBOTT | 48.11 |
| 158874 | 05/10/2012 | ACCCA | 285.00 * |
| Cancelled on 05/15/2012, Cancel Register # AP05152012A | | | |
| 158875 | 05/10/2012 | GILLIAN ASHTON | 19.77 |
| 158876 | 05/10/2012 | DR. ROBERT BRAMUCCI | 907.68 |
| 158877 | 05/10/2012 | LIONEL CARON | 700.00 |
| 158878 | 05/10/2012 | CASHIER DEPT. OF PESTICIDE REGULATION | 140.00 |
| 158879 | 05/10/2012 | ERIC D. GARCIA | 170.00 |
| 158880 | 05/10/2012 | SANTOS GARCIA | 30.00 |
| 158881 | 05/10/2012 | YOLANDA GOULDSMITH | 107.00 |
| 158882 | 05/10/2012 | REBECCA GROFF | 100.00 |
| 158883 | 05/10/2012 | MICHAEL JAMES | 72.63 |
| 158884 | 05/10/2012 | JEFF KAUFMANN | 631.59 |
| 158885 | 05/10/2012 | KEVIN KEATING | 295.60 |
| 158886 | 05/10/2012 | JOON KIL | 1,081.01 |
| 158887 | 05/10/2012 | RAUL LEAL | 72.63 |
| 158888 | 05/10/2012 | JOHN LICITRA | 107.00 |
| 158889 | 05/10/2012 | JOE LIU | 201.60 |
| 158890 | 05/10/2012 | MICHAEL LONG | 52.75 |
| 158891 | 05/10/2012 | BRIAN MCMAHON SADDLEBACK COLLEGE | 23.34 |
| 158892 | 05/10/2012 | DEVON MOHAMED | 174.83 |
| 158893 | 05/10/2012 | SHANNA MOORHOUSE | 20.74 |
| 158894 | 05/10/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 4.60 |
| 158895 | 05/10/2012 | JANE ROSENKRANS | 285.60 |
| 158896 | 05/10/2012 | GARY RYBOLD | 170.00 |
| 158897 | 05/10/2012 | EDWIN TIONGSON | 15,216.74 |
| 158898 | 05/10/2012 | SHAWN NORMAN | 577.98 |
| 158899 | 05/11/2012 | XEROX CORP. | 1,845.94 |
| 158900 | 05/11/2012 | XEROX CORPORATION | 8,560.23 |
| 158901 | 05/11/2012 | ALTERNATIVE DELIVERY SOLUTIONS | 6,650.00 |
| 158902 | 05/11/2012 | C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB | 475.00 |
| 158903 | 05/11/2012 | CATALYST CONSULTING | 10,395.00 |
| 158904 | 05/11/2012 | CDW GOVERNMENT, INC. | 236.44 |
| 158905 | 05/11/2012 | DIV. OF THE STATE ARCHITECT STATE OF CALIFORNIA | 188,600.00 |

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 158906 | 05/11/2012 | DIVERSIFIED LANDSCAPE MGT. INC. | 151,742.40 |
| 158907 | 05/11/2012 | DOUGHERTY + DOUGHERTY ARCHITECTS LLP | 53,739.00 |
| 158908 | 05/11/2012 | DVV ASSOCIATES, INC. | 3,500.00 |
| 158909 | 05/11/2012 | ENVIRON INTERNATIONAL CORP. | 2,285.89 |
| 158910 | 05/11/2012 | FACILITIES PLANNING & PROGRAM SERVICES, INC | 7,210.00 |
| 158911 | 05/11/2012 | GKKWORKS | 28,686.48 |
| 158912 | 05/11/2012 | H2 ENVIRONMENTAL CONSULTING SERVICES, INC. | 20,055.00 |
| 158913 | 05/11/2012 | HALL & FOREMAN, INC. | 3,977.03 |
| 158914 | 05/11/2012 | IRONWOOD PLUMBING, INC. | 3,400.00 |
| 158915 | 05/11/2012 | JOYCE INSPECTION & TESTING | 33,120.00 |
| 158916 | 05/11/2012 | MC CARTHY BUILDING COMPANIES | 61,714.00 |
| 158917 | 05/11/2012 | NIMBLE CONSULTING | 10,625.00 |
| 158918 | 05/11/2012 | OC REGISTER COMMERCIAL BILLING | 670.00 |
| 158919 | 05/11/2012 | PARSONS BRINCKERHOFF, INC. | 3,092.28 |
| 158920 | 05/11/2012 | PUBLIC ECONOMICS, INC. | 10,532.85 |
| 158921 | 05/11/2012 | RGP PLANNING & DEVELOPMENT SERVICES | 29,213.46 |
| 158922 | 05/11/2012 | RJM DESIGN GROUP, INC. | 1,377.30 |
| 158923 | 05/11/2012 | RR SYSTEMS, INC. | 962.00 |
| 158924 | 05/11/2012 | TRACE3 | 96,784.36 |
| 158925 | 05/11/2012 | TROXELL COMMUNICATIONS, INC. | 349.11 |
| 158926 | 05/11/2012 | XELLERATION | 580.00 |
| 158927 | 05/14/2012 | ACBO ASSOCIATION OF CHIEF | 285.00 |
| 158928 | 05/14/2012 | IVC ASSOCIATED STUDENT BODY | 464.83 |
| 158929 | 05/14/2012 | COX COMMUNICATIONS | 35,911.93 |
| 158930 | 05/14/2012 | AT & T | 224.53 |
| 158931 | 05/14/2012 | AT & T | 70.49 |
| 158932 | 05/14/2012 | AT & T | 63.08 |
| 158933 | 05/14/2012 | AT & T | 27.19 |
| 158934 | 05/14/2012 | AT & T | 35.36 |
| 158935 | 05/14/2012 | AT&T | 4.01 |
| 158936 | 05/14/2012 | AT&T | 5,633.02 |
| 158937 | 05/14/2012 | AT&T | 11.72 |
| 158938 | 05/14/2012 | AT&T | 11.46 |
| 158939 | 05/14/2012 | SAN DIEGO GAS & ELECTRIC | 874.82 |
| 158940 | 05/14/2012 | SOUTHERN CALIFORNIA EDISON CO. | 64.76 |
| 158941 | 05/14/2012 | SOUTHERN CALIFORNIA GAS CO. | 1,257.27 |
| 158942 | 05/14/2012 | SOUTHERN CALIFORNIA GAS CO. | 28.12 |
| 158943 | 05/14/2012 | SOUTHERN CALIFORNIA GAS CO. | 13,000.53 |
| 158944 | 05/14/2012 | SOUTHERN CALIFORNIA GAS CO. | 986.74 |
| 158945 | 05/14/2012 | SOUTHERN CALIFORNIA GAS CO. | 24.66 |
| 158946 | 05/14/2012 | XEROX CORPORATION | 6.52 |
| 158947 | 05/14/2012 | LIDS TEAM SPORTS | 1,685.48 |
| 158948 | 05/14/2012 | G & K SERVICES | 79.81 |
| 158949 | 05/14/2012 | G/M BUSINESS INTERIORS | 5,186.14 |
| 158950 | 05/14/2012 | GALLS INC. %GALLS RETAIL CA LOCK BOX | 755.68 |
| 158951 | 05/14/2012 | WILL GLEN | 16.84 |
| 158952 | 05/14/2012 | DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES | 38.78 |
| 158953 | 05/14/2012 | GOLF VENTURES WEST | 767.54 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 158954 | 05/14/2012 | GOVCONNECTION | 1,753.85 |
| 158955 | 05/14/2012 | GRANICUS, INC. | 1,075.00 |
| 158956 | 05/14/2012 | GREEN THUMB INTERNATIONAL | 123.66 |
| 158957 | 05/14/2012 | GEORGINA GUY | 23.82 |
| 158958 | 05/14/2012 | HACH COMPANY | 764.19 |
| 158959 | 05/14/2012 | HALO BRANDED SOLUTIONS | 548.75 |
| 158960 | 05/14/2012 | HARDY DIAGNOSTICS ACCOUNTS RECEIVABLE | 98.20 |
| 158961 | 05/14/2012 | HERFF JONES | 1,719.41 |
| 158962 | 05/14/2012 | HEWLETT PACKARD | 4,326.16 |
| 158963 | 05/14/2012 | HILLCO | 243.81 |
| 158964 | 05/14/2012 | HITT MARKING DEVICES, INC. | 65.00 |
| 158965 | 05/14/2012 | ADVANCED OFFICE SERVICES IMAGING PLUS | 23.42 |
| 158966 | 05/14/2012 | INDUSTRIAL METAL SUPPLY CO. | 47.22 |
| 158967 | 05/14/2012 | BAY VIEW FUNDING FOR INDUSTRIAL TECH. SVC. | 897.05 |
| 158968 | 05/14/2012 | INGARDIA BROTHERS PRODUCE, INC. | 1,458.65 |
| 158969 | 05/14/2012 | LISA INLOW | 383.25 |
| 158970 | 05/14/2012 | IRVINE PIPE & SUPPLY | 565.69 |
| 158971 | 05/14/2012 | FHEG IVC BOOKSTORE STORE NO 895 MA 54 | 984.30 |
| 158972 | 05/14/2012 | BICHTUYEN JENSEN | 59.40 |
| 158973 | 05/14/2012 | JOHNSTONE SUPPLY | 2,661.97 |
| 158974 | 05/14/2012 | MONIK JONES | 129.24 |
| 158975 | 05/14/2012 | SAMIR KHUNDY | 109.89 |
| 158976 | 05/14/2012 | LAGUNA BEACH UNIF. SCHOOL DIST | 299.97 |
| 158977 | 05/14/2012 | KATHY TUOMINEN-LENNEY | 9.62 |
| 158978 | 05/14/2012 | LIBRARY ADVANTAGE | 130.00 |
| | | Unpaid Sales Tax | 10.08 |
| | | Expensed Amount | 140.08 |
| 158979 | 05/14/2012 | LINKS SIGN LANGUAGE INTERPRETING SERVICES | 1,044.00 |
| 158980 | 05/14/2012 | LOOMIS, FARGO & COMPANY | 650.56 |
| 158981 | 05/14/2012 | EDITH LOZANO | 480.00 |
| 158982 | 05/14/2012 | MARKERTEK VIDEO SUPPLY 1 TOWER DRIVE | 83.90 |
| | | Unpaid Sales Tax | 6.50 |
| | | Expensed Amount | 90.40 |
| 158983 | 05/14/2012 | MERCK SHARP & DOHME CORP. | 610.93 |
| 158984 | 05/14/2012 | CRISTINA MICHEL | 35.00 |
| 158985 | 05/14/2012 | MIKI MIKOLAJCZAK | 47.97 |
| 158986 | 05/14/2012 | MISSION VIEJO COUNTRY CLUB | 500.00 |
| 158987 | 05/14/2012 | MODERN BIOLOGY | 309.91 |
| 158988 | 05/14/2012 | MOULTON-NIGUEL WATER DIST. | 14,650.83 |
| 158989 | 05/14/2012 | MOUSER ELECTRONICS | 322.14 |
| 158990 | 05/14/2012 | NATIONAL BUSINESS FURNITURE | 982.50 |
| 158991 | 05/14/2012 | NEUDESIC, LLC | 23,273.50 |
| 158992 | 05/14/2012 | NEWBEGINNINGS, INC. CATERING DIVISION | 1,698.30 |
| 158993 | 05/14/2012 | NEWPORT-MESA UNIF. SCHOOL DIST | 164.97 |
| 158994 | 05/14/2012 | ORANGE CO. FARM SUPPLY | 501.37 |
| 158995 | 05/14/2012 | OC REGISTER COMMERCIAL BILLING | 2,084.45 |
| 158996 | 05/14/2012 | OCE-IMAGISTICS | 22.00 |
| 158997 | 05/14/2012 | OCEANSIDE PHOTO & TELESCOPE | 369.76 |
| 158998 | 05/14/2012 | OCLC, INC. DEPT #34299 | 140.56 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 158999 | 05/14/2012 | ORKIN PEST CONTROL 711 | 1,709.00 |
| 159000 | 05/14/2012 | SANDRA POPE | 14.99 |
| 159001 | 05/14/2012 | KAY RYALS | 73.40 |
| 159002 | 05/14/2012 | TIFFANY TRAN | 23.91 |
| 159003 | 05/14/2012 | ELIZABETH WEISS | 31.95 |
| 159004 | 05/14/2012 | ERIK JENSEN WIRED PLANET | 375.00 |
| 159005 | 05/14/2012 | ORKIN PEST CONTROL 711 | 93.60 |
| 159006 | 05/15/2012 | AAA ACCESS SMOG | 50.00 |
| 159007 | 05/15/2012 | ACCREDITING COMMISSION FOR COMMUNITY & JUNIOR COLLEGES | 500.00 |
| 159008 | 05/15/2012 | TIMOTHY B. AGLER | 484.88 |
| 159009 | 05/15/2012 | AMTECH ELEVATOR SERVICES | 4,673.58 |
| 159010 | 05/15/2012 | APPLIED INDUSTRIAL TECH. | 98.38 |
| 159011 | 05/15/2012 | ARC AMER. REPROGRAPHICS CO. | 251.77 |
| 159012 | 05/15/2012 | ATHENA COLLEGE OF BEAUTY | 29,645.00 |
| 159013 | 05/15/2012 | B & H PHOTO | 406.69 |
| | | Unpaid Sales Tax | 31.52 |
| | | Expensed Amount | 438.21 |
| 159014 | 05/15/2012 | BAKER & TAYLOR | 1,276.23 |
| 159015 | 05/15/2012 | BALANCED BODY | 444.33 |
| 159016 | 05/15/2012 | GARY BARNAK | 40.13 |
| 159017 | 05/15/2012 | VICTORIA BARRETT | 28.43 |
| 159018 | 05/15/2012 | JOYCE BARTLOMAIN | 12.19 |
| 159019 | 05/15/2012 | BATTERIES PLUS, #440 LAKE FOREST STORE | 70.65 |
| 159020 | 05/15/2012 | BIG TOP RENTALS | 2,682.50 |
| 159021 | 05/15/2012 | BLACK SHEEP | 2,978.00 |
| 159022 | 05/15/2012 | MARK BORDELON | 124.94 |
| 159023 | 05/15/2012 | NANCY BRACKEN | 454.81 |
| 159024 | 05/15/2012 | MATT BRODET | 135.74 |
| 159025 | 05/15/2012 | ROBERT BROOKE & ASSOCIATES | 252.02 |
| | | Unpaid Sales Tax | 17.98 |
| | | Expensed Amount | 270.00 |
| 159026 | 05/15/2012 | MIKE BROWN GRANDSTANDS | 500.00 |
| 159027 | 05/15/2012 | BUTLER CHEMICALS, INC. | 235.43 |
| 159028 | 05/15/2012 | CAROLINA BIOLOGICAL SUPPLY | 4,606.85 |
| 159029 | 05/15/2012 | ANGELA CASTELLANOS | 180.00 |
| 159030 | 05/15/2012 | CLAIRE CESAREO-SILVA | 180.22 |
| 159031 | 05/15/2012 | CLARK SECURITY PRODUCTS INC. | 262.49 |
| 159032 | 05/15/2012 | COAST FITNESS REPAIR SHOP | 500.00 |
| 159033 | 05/15/2012 | COASTLINE ROP | 1,588.02 |
| 159034 | 05/15/2012 | CONTINENTAL CHEM & SANITARY SUPPLY | 10,585.88 |
| 159035 | 05/15/2012 | SYLVIA CORDOVA | 240.00 |
| 159036 | 05/15/2012 | CROWN VALLEY BODY SHOP | 1,660.12 |
| 159037 | 05/15/2012 | DB MECHANICAL, INC. | 3,625.00 |
| 159038 | 05/15/2012 | DEEP SURPLUS | 1,294.62 |
| 159039 | 05/15/2012 | DELL MARKETING L.P. C/O DELL USA L.P. | 180.36 |
| 159040 | 05/15/2012 | ELECTRIC MARINE | 250.00 |
| 159041 | 05/15/2012 | DAIRY DEPOT | 136.68 |
| 159042 | 05/15/2012 | CITY OF TUSTIN ATTN: CITY MANAGER'S OFFICE | 550.00 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 159043 | 05/15/2012 | FHEG IVC BOOKSTORE NO. 895 MA 66 | 75.91 |
| 159044 | 05/15/2012 | IRVINE VALLEY COLLEGE | 449.00 |
| 159045 | 05/15/2012 | PACIFIC PARKING SYSTEMS, INC. | 12,612.14 |
| 159046 | 05/15/2012 | PARAWIRE/PARAMOUNT WIRE CO | 192.15 |
| | | Unpaid Sales Tax | 13.97 |
| | | Expensed Amount | 206.12 |
| 159047 | 05/15/2012 | PAULINES PROFESSIONAL POTPOURRI | 906.94 |
| 159048 | 05/15/2012 | LA NELL PEEBLES | 12.95 |
| 159049 | 05/15/2012 | J.W. PEPPER & SON, INC. | 304.15 |
| 159050 | 05/15/2012 | LILIANN PEREZ-STROUD | 90.00 |
| 159051 | 05/15/2012 | PETCO ANIMAL SUPPLIES, INC. | 130.95 |
| 159052 | 05/15/2012 | PHOENIX GROUP | 8,942.13 |
| 159053 | 05/15/2012 | PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC | 791.00 |
| 159054 | 05/15/2012 | POWER CLEANERS | 35.80 |
| 159055 | 05/15/2012 | PYRO-COMM SYSTEMS | 2,300.00 |
| 159056 | 05/15/2012 | RIO GRANDE ALBUQUERQUE THE BELL GROUP | 1,575.69 |
| | | Unpaid Sales Tax | 118.54 |
| | | Expensed Amount | 1,694.23 |
| 159057 | 05/15/2012 | SABLE SYSTEMS INT'L INC. | 1,864.50 |
| | | Unpaid Sales Tax | 140.24 |
| | | Expensed Amount | 2,004.74 |
| 159058 | 05/15/2012 | MICHELLE SCHARF | 94.19 |
| 159059 | 05/15/2012 | GUISELLE SCOTT | 420.00 |
| 159060 | 05/15/2012 | SHRED-IT USA-SAN DIEGO | 104.00 |
| 159061 | 05/15/2012 | SOUTHERN COUNTIES OIL DBA/SC FUELS | 4,908.58 |
| 159062 | 05/15/2012 | SO. ORANGE CO. COMM. COL.DIST | 3,982.00 |
| 159063 | 05/15/2012 | JOSHUA PATRICK STANSFIELD | 80.00 |
| 159064 | 05/15/2012 | STAR MAINTENANCE SUPPLY | 2,521.35 |
| 159065 | 05/15/2012 | THE STEPHAN CENTER | 180.00 |
| 159066 | 05/15/2012 | FAWN TANRIVERDI | 629.45 |
| 159067 | 05/15/2012 | TECHNIC BUSINESS SOLUTIONS | 381.31 |
| 159068 | 05/15/2012 | TECTA AMERICA SOUTHERN CALIFORNIA, INC. | 1,320.00 |
| 159069 | 05/15/2012 | THEATRE COMPANY | 566.13 |
| 159070 | 05/15/2012 | MIKE THOMPSON'S RV SUPER STORE | 7,898.07 |
| 159071 | 05/15/2012 | TOMARK SPORTS, INC. | 2,857.17 |
| 159072 | 05/15/2012 | DIEMMY TRAN | 240.00 |
| 159073 | 05/15/2012 | ARACELI TRUJILLO | 50.00 |
| 159074 | 05/15/2012 | TUFF SHED, INC. | 3,126.80 |
| 159075 | 05/15/2012 | TUSTIN AWARDS, INC. | 120.25 |
| 159076 | 05/15/2012 | UNITED INTERIORS | 1,410.24 |
| 159077 | 05/15/2012 | USA MOBILITY WIRELESS, INC. | 65.21 |
| 159078 | 05/15/2012 | WARD'S NATURAL SCIENCE | 218.52 |
| 159079 | 05/15/2012 | NINA WELCH | 17.55 |
| 159080 | 05/15/2012 | JUDITH WENDT | 50.00 |
| 159081 | 05/15/2012 | WEST PAYMENT CENTER | 108.84 |
| 159082 | 05/15/2012 | WESTERN GRAPHICS PLUS, INC. | 431.67 |
| 159083 | 05/15/2012 | WILLIAMS RECORDING | 100.00 |
| 159084 | 05/15/2012 | MICHAEL WOLF INTERIORS INC. | 923.11 |
| 159085 | 05/15/2012 | YALE CHASE MATERIALS HANDLING | 225.75 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 159086 | 05/15/2012 | SAFEWAY INC/PAVILIONS | 952.94 |
| 159087 | 05/15/2012 | SO. ORANGE CO. COMM. COL. DIST | 940.55 |
| 159088 | 05/15/2012 | ACCCA | 50.00 |
| 159089 | 05/15/2012 | CAROL BANDER | 962.00 |
| 159090 | 05/15/2012 | BLACKBOARD INC. BBWORLD '12 | 740.00 |
| 159091 | 05/15/2012 | OCEANA CALLUM | 500.00 |
| 159092 | 05/15/2012 | ANDREW CRAVEN | 120.00 |
| 159093 | 05/15/2012 | GEORGINA GUY | 1,540.96 |
| 159094 | 05/15/2012 | MELANIE HAERI | 1,400.00 |
| 159095 | 05/15/2012 | ALINDE HERRON | 1,000.00 |
| 159096 | 05/15/2012 | SENIYE MARGARET HUANG | 77.75 |
| 159097 | 05/15/2012 | LISA INLOW | 500.00 |
| 159098 | 05/15/2012 | RONI LEBAUER | 995.69 |
| 159099 | 05/15/2012 | STEVE LEE | 100.00 |
| 159100 | 05/15/2012 | HEIDI M. OCHOA | 485.00 |
| 159101 | 05/15/2012 | LUCAS OCHOA | 485.00 |
| 159102 | 05/15/2012 | RANDY W. PEEBLES | 2,106.59 |
| 159103 | 05/15/2012 | MARCELO PIRES | 350.00 |
| 159104 | 05/15/2012 | EFREN RANGEL | 585.56 |
| 159105 | 05/15/2012 | STEPHEN ROBERTSON | 485.00 |
| 159106 | 05/15/2012 | KAY RYALS | 30.00 |
| 159107 | 05/15/2012 | CHRISTINA SMITH | 639.43 |
| 159108 | 05/15/2012 | PARISA SOLTANI | 107.00 |
| 159109 | 05/15/2012 | BARBARA TAMIALIS | 650.42 |
| 159110 | 05/15/2012 | FAWN TANRIVERDI | 1,224.94 |
| 159111 | 05/15/2012 | TIFFANY TRAN | 111.10 |
| 159112 | 05/15/2012 | TERRY WEDEL | 638.06 |
| 159113 | 05/15/2012 | DIANE WENZEL | 500.00 |
| 159114 | 05/16/2012 | GALE SUPPLY COMPANY | 4,875.69 |
| 159115 | 05/16/2012 | GKKWORKS | 10,751.38 |
| 159116 | 05/16/2012 | VICKIE HAY | 712.20 |
| 159117 | 05/16/2012 | HOME DEPOT | 6,534.91 |
| 159118 | 05/16/2012 | BAY VIEW FUNDING FOR INDUSTRIAL TECH. SVC. | 4,503.52 |
| 159119 | 05/16/2012 | INNOVATIVE EDUCATORS | 750.00 |
| 159120 | 05/16/2012 | FHEG IVC BOOKSTORE NO. 895 MA 66 | 307.61 |
| 159121 | 05/16/2012 | IVC CAMPUS SAFETY | 30.00 |
| 159122 | 05/16/2012 | IRVINE VALLEY COLLEGE | 549.00 |
| 159123 | 05/16/2012 | KNORR SYSTEMS, INC. | 257.74 |
| 159124 | 05/16/2012 | KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. | 795.96 |
| 159125 | 05/16/2012 | LESLIE'S POOLMART, INC. | 278.99 |
| 159126 | 05/16/2012 | NEUDESIC, LLC | 17,537.00 |
| 159127 | 05/16/2012 | OCEANSIDE PHOTO & TELESCOPE | 6,546.89 |
| 159128 | 05/16/2012 | ORANGE COUNTY | 500.00 |
| 159129 | 05/16/2012 | DLG REST. EQUIP. & CLOSEOUTS | 4,944.02 |
| 159130 | 05/16/2012 | J.W. PEPPER & SON, INC. | 347.01 |
| 159131 | 05/16/2012 | SKYFIT TECH | 538.21 |
| 159132 | 05/16/2012 | MAUREEN SMITH | 12.36 |
| 159133 | 05/16/2012 | SOUTH COAST A.Q.M.D. California Air Toxics | 113.88 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--|------------|---|--------------|
| 159134 | 05/16/2012 | SO COAST AQMD TRANSPORTATION PROGRAMS | 428.39 |
| 159135 | 05/16/2012 | U.S. DATA TRUST CORPORATION | 6,048.00 |
| 159136 | 05/17/2012 | EMPLOYMENT DEVELOPMENT DEPT. | 5,587.11 |
| 159137 | 05/17/2012 | DAVE & BUSTERS, INC. | 345.00 * |
| Cancelled on 05/18/2012, Cancel Register # AP05182012A | | | |
| 159138 | 05/17/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 725.00 |
| 159139 | 05/17/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 725.00 |
| 159140 | 05/17/2012 | REBECCA BECK | 700.00 |
| 159141 | 05/17/2012 | TOD A. BURNETT | 698.33 |
| 159142 | 05/17/2012 | BEN DOLAN | 10.00 |
| 159143 | 05/17/2012 | DREW & ASSOCIATES | 395.00 |
| 159144 | 05/17/2012 | ARLEEN ELSEROD | 454.46 |
| 159145 | 05/17/2012 | JAYNE KLUNDER | 100.00 |
| 159146 | 05/17/2012 | SARAH CHANG | 100.00 |
| 159147 | 05/17/2012 | ANTHONY B. LIN | 1,400.00 |
| 159148 | 05/17/2012 | SANDRA LIPTON | 231.85 |
| 159149 | 05/17/2012 | KAREN MC NULTY | 509.64 |
| 159150 | 05/17/2012 | MIKI MIKOLAJCZAK | 100.00 |
| 159151 | 05/17/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 15.00 |
| 159152 | 05/17/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 15.00 |
| 159153 | 05/17/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 15.00 |
| 159154 | 05/17/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 4.60 |
| 159155 | 05/17/2012 | ORANGE COUNTY SHERIFF'S DEPT. TRAINING DIVISION | 15.00 |
| 159156 | 05/17/2012 | RENAISSANCE HOTELS | 542.04 |
| 159157 | 05/17/2012 | GLENN ROQUEMORE | 402.00 |
| 159158 | 05/17/2012 | JOYCE SEMANIK | 517.47 |
| 159159 | 05/17/2012 | THOMAS L. SMITH | 5.00 |
| 159160 | 05/17/2012 | FAWN TANRIVERDI | 607.69 |
| 159161 | 05/17/2012 | TIFFANY TRAN | 227.64 |
| 159162 | 05/17/2012 | WAVES CINDY WATTS, ASSOC. REGISTRAR | 350.00 |
| 159163 | 05/17/2012 | LISA CAVALLARO | 691.91 |
| 159164 | 05/17/2012 | ATOM ENGINEERING CONSTRUCTION | 17,584.27 |
| 159165 | 05/17/2012 | C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB | 380.00 |
| 159166 | 05/17/2012 | CRESCENT SOLUTIONS | 8,058.00 |
| 159167 | 05/17/2012 | CRESCENT STAFFING, INC. | 18,200.00 |
| 159168 | 05/17/2012 | DELL MARKETING L.P. C/O DELL USA L.P. | 6,827.53 |
| 159169 | 05/17/2012 | ENAMIX, INC. | 5,600.00 |
| 159170 | 05/17/2012 | I3 SOLUTIONS | 3,750.00 |
| 159171 | 05/17/2012 | NEUDESIC, LLC | 48,352.50 |
| 159172 | 05/17/2012 | PARSONS BRINCKERHOFF, INC. | 2,185.00 |
| 159173 | 05/17/2012 | R2A ARCHITECTURE | 1,318.17 |
| 159174 | 05/17/2012 | TROXELL COMMUNICATIONS, INC. | 33,963.88 |
| 159175 | 05/18/2012 | DAVE & BUSTERS, INC. | 405.30 |
| 159176 | 05/21/2012 | 3D SYSTEMS, INC. | 2,675.00 |
| 159177 | 05/21/2012 | DE NAULT'S TRUE VALUE HARDWARE | 89.28 |
| 159178 | 05/21/2012 | DELL MARKETING L.P. C/O DELL USA L.P. | 25,537.42 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159179 | 05/21/2012 | DEMCO INC. | 87.06 |
| 159180 | 05/21/2012 | DirecTV | 102.91 |
| 159181 | 05/21/2012 | DIVERSIFIED BUSINESS SERVICES | 8,091.20 |
| 159182 | 05/21/2012 | MC CALL PATTERN CO. | 95.00 |
| | | Unpaid Sales Tax | 7.36 |
| | | Expensed Amount | 102.36 |
| 159183 | 05/21/2012 | SAN DIEGO GAS & ELECTRIC | 67,373.14 |
| 159184 | 05/21/2012 | SOUTHERN CALIFORNIA EDISON CO. | 1,543.52 |
| 159185 | 05/21/2012 | SOUTHERN CALIFORNIA EDISON CO. | 7,029.05 |
| 159186 | 05/21/2012 | SOUTHERN CALIFORNIA EDISON CO. | 13,407.09 |
| 159187 | 05/21/2012 | VERIZON | 140.71 |
| 159188 | 05/22/2012 | NCS PEARSON, INC. | 95.90 |
| 159189 | 05/22/2012 | J.W. PEPPER & SON, INC. | 223.70 |
| 159190 | 05/22/2012 | LILIANN PEREZ-STROUD | 240.00 |
| 159191 | 05/22/2012 | PHOENIX GROUP | 544.20 |
| 159192 | 05/22/2012 | QUEST CONSULTING & TRAINING CORP | 27,510.00 |
| 159193 | 05/22/2012 | QUEZADA PRO LANDSCAPE, INC. | 10,650.00 |
| 159194 | 05/22/2012 | RSCCD ATTN: PETER HARDASH BUSINESS OPERATIONS | 1,124.00 |
| 159195 | 05/22/2012 | REFRIGERATION SUPPLIES DIST. | 354.44 |
| 159196 | 05/22/2012 | APRIL RESA | 200.00 |
| 159197 | 05/22/2012 | REYNOLDS ADVANCED MATERIALS | 2,455.97 |
| 159198 | 05/22/2012 | RGP PLANNING & DEVELOPMENT SERVICES | 1,821.88 |
| 159199 | 05/22/2012 | RIO GRANDE ALBUQUERQUE THE BELL GROUP | 81.61 |
| | | Unpaid Sales Tax | 6.32 |
| | | Expensed Amount | 87.93 |
| 159200 | 05/22/2012 | S & B FOODS CATERING DIVISION | 161.63 |
| 159201 | 05/22/2012 | S & B FOODS CATERING DIVISION | 256.98 |
| 159202 | 05/22/2012 | S & B FOODS CATERING DIVISION | 968.67 |
| 159203 | 05/22/2012 | SADDLEBACK GOLF CARS, INC. | 8,345.19 |
| 159204 | 05/22/2012 | SAMY'S CAMERA ATTN: ACCOUNTS RECEIVABLES | 146.01 |
| 159205 | 05/22/2012 | SARGENT-WELCH LLC VWR INTERNATIONAL | 373.08 |
| 159206 | 05/22/2012 | SECURITAS SECURITY SVCS, USA | 1,210.28 |
| 159207 | 05/22/2012 | SEHI PROCOMP COMPUTER PRODUCTS | 3,404.40 |
| 159208 | 05/22/2012 | SHRED-IT USA-SAN DIEGO | 100.00 |
| 159209 | 05/22/2012 | SIMS-ORANGE WELDING SUPPLY | 199.37 |
| 159210 | 05/22/2012 | SIMULAIDS, INC. | 782.05 |
| | | Unpaid Sales Tax | 58.13 |
| | | Expensed Amount | 840.18 |
| 159211 | 05/22/2012 | CINDRA SMITH | 2,225.27 |
| 159212 | 05/22/2012 | SO. ORANGE CO. COMM. COL.DIST | 208.00 |
| 159213 | 05/22/2012 | FARNOOSH SORAYA | 240.00 |
| 159214 | 05/22/2012 | SOURCE GRAPHICS | 1,826.74 |
| 159215 | 05/22/2012 | SPECIALIZED BUILDER'S HARDWARE, INC. | 301.70 |
| 159216 | 05/22/2012 | STANCIL CORPORATION | 1,990.14 |
| 159217 | 05/22/2012 | AMY SUPINGER dba SUPINGER STRATEGIES | 3,500.00 |
| 159218 | 05/22/2012 | SWEETWATER | 258.36 |
| | | Unpaid Sales Tax | 18.48 |
| | | Expensed Amount | 276.84 |

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159219 | 05/22/2012 | APRIL THOMPSON dba SPERO FAMILY SERVICES | 180.00 |
| 159220 | 05/22/2012 | TUSTIN CHRYSLER JEEP DODGE WHOLESALE PARTS | 409.06 |
| 159221 | 05/22/2012 | TUTTLE-CLICK FORD | 65.30 |
| 159222 | 05/22/2012 | UNISOURCE WORLDWIDE INC. | 52.88 |
| 159223 | 05/22/2012 | UNITED INTERIORS | 864.16 |
| 159224 | 05/22/2012 | VISTA PAINT CORPORATE OFFICE | 29.08 |
| 159225 | 05/22/2012 | WEST COAST TECHNOLOGY | 7,945.00 |
| 159226 | 05/22/2012 | WARD'S NATURAL SCIENCE | 400.88 |
| 159227 | 05/22/2012 | WAWAK | 1,296.78 |
| | | Unpaid Sales Tax | 100.50 |
| | | Expensed Amount | 1,397.28 |
| 159228 | 05/22/2012 | W A X I E | 651.18 |
| 159229 | 05/22/2012 | TED WEATHERFORD | 49.35 |
| 159230 | 05/22/2012 | KATHY WEATHERWAX | 630.00 |
| 159231 | 05/22/2012 | WORLDWIDE RECOVERY SYSTEMS, INC. | 154.00 |
| 159232 | 05/22/2012 | US FOODS | 2,477.91 |
| 159233 | 05/22/2012 | KIM BRANCH-STEWART | 72.00 |
| 159234 | 05/22/2012 | PHOENIX GROUP | 962.13 |
| 159235 | 05/22/2012 | SCHWAB APIARIES | 85.00 |
| 159236 | 05/22/2012 | SEHI PROCOMP COMPUTER PRODUCTS | 857.69 |
| 159237 | 05/22/2012 | TRIARCH INC. | 323.65 |
| 159238 | 05/22/2012 | WHITE CAP INDUSTRIES | 536.49 |
| 159239 | 05/24/2012 | DEREK CARROLL | 975.00 |
| 159240 | 05/24/2012 | 1ST JON INC. | 302.40 |
| 159241 | 05/24/2012 | CROWN FENCE | 950.00 |
| 159242 | 05/24/2012 | DANA POINT FUEL DOCK | 136.01 |
| 159243 | 05/24/2012 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE, CASHIERING | 32.00 |
| 159244 | 05/24/2012 | DIRECT SYSTEMS SUPPORT | 16,619.36 |
| 159245 | 05/24/2012 | DISCOUNT DANCE SUPPLY CO. | 36.27 |
| 159246 | 05/24/2012 | DISH NETWORK | 71.77 |
| 159247 | 05/24/2012 | DISPLAYS 2GO | 168.80 |
| | | Unpaid Sales Tax | 10.68 |
| | | Expensed Amount | 179.48 |
| 159248 | 05/24/2012 | DIVERSIFIED BUSINESS SERVICES | 7,582.13 |
| 159249 | 05/24/2012 | DLG REST. EQUIP. & CLOSEOUTS | 148.65 |
| 159250 | 05/24/2012 | BEN DOLAN | 434.55 |
| 159251 | 05/24/2012 | MICHAEL K. DOMINIC | 360.00 |
| 159252 | 05/24/2012 | SPARKLETTS | 101.10 |
| 159253 | 05/24/2012 | SPARKLETTS | 838.21 |
| 159254 | 05/24/2012 | MICHELE DUGAN | 180.00 |
| 159255 | 05/24/2012 | DUNN-EDWARDS CORPORATION | 908.28 |
| 159256 | 05/24/2012 | E-Z UP DIRECT | 10,291.57 |
| 159257 | 05/24/2012 | FEDERAL EXPRESS | 346.73 |
| 159258 | 05/24/2012 | CORAL FELICIANO | 290.00 |
| 159259 | 05/24/2012 | FIBRE GLAST DEVELOPMENTS CORP. | 1,636.85 |
| 159260 | 05/24/2012 | FILMTOOLS, INC. | 742.09 |
| 159261 | 05/24/2012 | FISHER SCIENTIFIC | 7,995.25 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
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| 159262 | 05/24/2012 | FLINN SCIENTIFIC, INC. | 62.76 |
| 159263 | 05/24/2012 | DEPARTMENT OF SOCIAL SERVICES | 880.00 |
| 159264 | 05/24/2012 | DISCOUNT SCHOOL SUPPLY | 498.87 |
| 159265 | 05/24/2012 | AT & T | 26.91 |
| 159266 | 05/24/2012 | OFFICEMAX CONTRACT INC. | 28,966.58 |
| 159267 | 05/24/2012 | VERIZON | 333.39 |
| 159268 | 05/24/2012 | XEROX CORP. | 1,488.58 |
| 159269 | 05/24/2012 | XEROX CORPORATION | 31.73 |
| 159270 | 05/24/2012 | OFFICEMAX CONTRACT INC. | 41.27 |
| 159271 | 05/25/2012 | TRANSPORTATION ALLIANCE BANK | 22,197.29 |
| 159272 | 05/25/2012 | EAGLE COMMUNICATIONS | 175.73 |
| 159273 | 05/25/2012 | EBERHARD EQUIPMENT | 551.62 |
| 159274 | 05/25/2012 | ECONOMIC ALTERNATIVES, INC. | 358.33 |
| 159275 | 05/25/2012 | EDUCATION FOR SUCCESSFUL PARENTING | 90.00 |
| 159276 | 05/25/2012 | EDUCATIONAL MAPS AND GLOBES | 1,493.00 |
| | | Unpaid Sales Tax | 105.71 |
| | | Expensed Amount | 1,598.71 |
| 159277 | 05/25/2012 | ELDON TROPICALS | 54.50 |
| | | Unpaid Sales Tax | 3.41 |
| | | Expensed Amount | 57.91 |
| 159278 | 05/25/2012 | ENTERPRISE RENT-A-CAR | 412.72 |
| 159279 | 05/25/2012 | FACILITIES PLANNING & PROGRAM SERVICES, INC | 11,020.00 |
| 159280 | 05/25/2012 | FREEWAY AUTO SUPPLY | 369.82 |
| 159281 | 05/29/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 725.00 |
| 159282 | 05/29/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 755.00 |
| 159283 | 05/29/2012 | ACCCA | 50.00 |
| 159284 | 05/29/2012 | CASHIER, DEPT OF PESTICIDE REGULATION | 100.00 |
| 159285 | 05/29/2012 | CASHIER, DEPT OF PESTICIDE REGULATION | 140.00 |
| 159286 | 05/29/2012 | CROWNE PLAZA | 201.14 |
| 159287 | 05/29/2012 | JMN ENTERPISE ZEPHYR TURFCARE EQUIPMENT | 710.00 |
| 159288 | 05/29/2012 | TRINIDAD VILLANEUVA-MENDEZ | 50.00 |
| 159289 | 05/29/2012 | THE PATON GROUP | 11,421.50 |
| 159290 | 05/29/2012 | PAW PAW EVERLAST LABEL CO. | 117.75 |
| | | Unpaid Sales Tax | 9.13 |
| | | Expensed Amount | 126.88 |
| 159291 | 05/29/2012 | PENN CORPORATE RELOCATION SERVICES, INC. | 2,828.47 |
| 159292 | 05/29/2012 | MARK PETERSEN | 60.29 |
| 159293 | 05/29/2012 | HOPE PETROZZI | 75.00 |
| 159294 | 05/29/2012 | PHOENIX GROUP | 11,309.99 |
| 159295 | 05/29/2012 | PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC | 791.00 |
| 159296 | 05/29/2012 | PORTABLE POWER SYSTEMS | 403.27 |
| | | Unpaid Sales Tax | 27.28 |
| | | Expensed Amount | 430.55 |
| 159297 | 05/29/2012 | PRAXAIR | 118.95 |
| 159298 | 05/29/2012 | THOMAS JOHN PRENDERGAST | 54.99 |
| 159299 | 05/29/2012 | QUALITY OFFICE FURNISHINGS | 5,841.19 |
| 159300 | 05/29/2012 | QUEST DIAGNOSTICS | 1,972.59 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 159301 | 05/29/2012 | QUEZADA PRO LANDSCAPE, INC. | 1,350.00 |
| 159302 | 05/29/2012 | DEBBIE RADOSH | 75.00 |
| 159303 | 05/29/2012 | REINBERGER PRINTWERKS | 4,208.72 |
| 159304 | 05/29/2012 | RICOH AMERICAS CORPORATION RICOH CUSTOMER FINANCE CORP. | 70.70 |
| 159305 | 05/29/2012 | CHUCK ROGERS THEATRE ARTS | 40.96 |
| 159306 | 05/29/2012 | S & B FOODS CATERING DIVISION | 1,513.13 |
| 159307 | 05/29/2012 | S & B FOODS CATERING DIVISION | 104.30 |
| 159308 | 05/29/2012 | S & B FOODS CATERING DIVISION | 381.76 |
| 159309 | 05/29/2012 | SAFEWAY INC/PAVILIONS | 66.73 |
| 159310 | 05/29/2012 | MOLLY SANDOVAL | 50.00 |
| 159311 | 05/29/2012 | FHEG SADDLEBACK BOOKSTORE STORE 296 MA 29611112 | 43.05 |
| 159312 | 05/29/2012 | FHEG - SADDLEBACK BOOKSTORE STORE 296 MA 2962422 | 529.05 |
| 159313 | 05/29/2012 | SIXTEN, INC. dba SIXTEN & ASSOC. | 749.00 |
| 159314 | 05/29/2012 | SNAP-ON INDUSTRIAL A Division of IDSC Holdings | 421.37 |
| 159315 | 05/29/2012 | SOUTHERN COUNTIES OIL DBA/SC FUELS | 4,903.50 |
| 159316 | 05/29/2012 | SPECTRUM CHEMICAL MFG. CORP. | 15.99 |
| 159317 | 05/29/2012 | MELANIE STEVENSON | 75.00 |
| 159318 | 05/29/2012 | TOWN & COUNTRY GLASS | 1,097.00 |
| 159319 | 05/29/2012 | TUTTLE-CLICK FORD | 326.09 |
| 159320 | 05/29/2012 | UNITED RENTALS | 124.58 |
| 159321 | 05/29/2012 | UNITED SITE SERVICES OF CALIFORNIA, INC. | 354.46 |
| 159322 | 05/29/2012 | VALPAR INTERNATIONAL CORP. | 895.00 |
| 159323 | 05/29/2012 | LAURIE M. VARTANIAN dba RELIABLE RESPONSE | 700.00 |
| 159324 | 05/29/2012 | JUSTIN VENEGAS | 100.00 |
| 159325 | 05/29/2012 | VEX ROBOTICS | 192.55 |
| | | Unpaid Sales Tax | 13.95 |
| | | Expensed Amount | 206.50 |
| 159326 | 05/29/2012 | DAVID WAITE | 416.51 |
| 159327 | 05/29/2012 | SMART & FINAL IRIS CO. | 47.20 |
| 159328 | 05/30/2012 | CATHERINE ARREGUIN | 38.49 |
| 159329 | 05/30/2012 | LINDA BASHOR | 42.29 |
| 159330 | 05/30/2012 | CASILLAS, LURDES | 15.76 |
| 159331 | 05/30/2012 | HENCELYN CHU | 116.54 |
| 159332 | 05/30/2012 | CHERYL DOBBIE | 44.96 |
| 159333 | 05/30/2012 | CRAIG CONNOR | 8.44 |
| 159334 | 05/30/2012 | FARIBA DAI | 37.57 |
| 159335 | 05/30/2012 | NANCY FIACCO | 7.49 |
| 159336 | 05/30/2012 | JENNIFER GLEIZER | 54.66 |
| 159337 | 05/30/2012 | ESTER GRAHAM | 31.67 |
| 159338 | 05/30/2012 | BRUCE HAGAN | 85.19 |
| 159339 | 05/30/2012 | GRISEL HEREDIA | 7.49 |
| 159340 | 05/30/2012 | SUSAN KWAN | 7.49 |
| 159341 | 05/30/2012 | JORDAN J. LARSON | 94.95 |
| 159342 | 05/30/2012 | MAIN, DAUNE | 44.96 |
| 159343 | 05/30/2012 | MC GANN, KATHLEEN | 7.49 |
| 159344 | 05/30/2012 | DON POWELL | 7.49 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159345 | 05/30/2012 | JOYCE SEMANIK | 29.98 |
| 159346 | 05/30/2012 | TIFFANY TRAN | 69.71 |
| 159347 | 05/30/2012 | TASHA TRANKIEM | 29.31 |
| 159348 | 05/30/2012 | AGENTS OF INK | 903.81 |
| 159349 | 05/30/2012 | AT & T MOBILITY | 13.39 |
| 159350 | 05/30/2012 | AT&T | 32.05 |
| 159351 | 05/30/2012 | AT&T | 545.91 |
| 159352 | 05/30/2012 | AT&T | 545.91 |
| 159353 | 05/30/2012 | AT&T | 53.57 |
| 159354 | 05/30/2012 | AT&T | 1,649.93 |
| 159355 | 05/30/2012 | SOUTHERN CALIFORNIA EDISON CO. | 34,044.26 |
| 159356 | 05/30/2012 | A TO Z CIRCUIT BREAKERS | 124.99 |
| 159357 | 05/30/2012 | A-1 AWARDS | 134.03 |
| 159358 | 05/30/2012 | AAA ACCESS SMOG | 50.00 |
| 159359 | 05/30/2012 | AAA ELECTRIC MOTOR SALES | 216.67 |
| 159360 | 05/30/2012 | ACHRO/EEO ATTN: RUTH CORTEZ | 200.00 |
| 159361 | 05/30/2012 | ADVANTA ENERGY | 800.00 |
| 159362 | 05/30/2012 | AGUINAGA GREEN, INC. | 167.01 |
| 159363 | 05/30/2012 | TENERGY CORPORATION DBA ALL-BATTERY.COM | 293.11 |
| 159364 | 05/30/2012 | ALLIED REFRIGERATION INC | 129.00 |
| 159365 | 05/30/2012 | AMER. BUSINESS MACHINE REPAIR DBA ALL AMERICAN TONER | 130.00 |
| 159366 | 05/30/2012 | ACS DIV.CHED EXAM INSTIT. IOWA STATE UNIVERSITY | 179.00 |
| | | Unpaid Sales Tax | 12.09 |
| | | Expensed Amount | 191.09 |
| 159367 | 05/30/2012 | INGRID STALHEIM ANDREWS | 75.00 |
| 159368 | 05/30/2012 | APPLE COMPUTER INC. | 399.97 |
| 159369 | 05/30/2012 | AUCA LOS ANGELES | 59.70 |
| 159370 | 05/30/2012 | LEE ARMSTRONG CO., INC. | 18,920.00 |
| 159371 | 05/30/2012 | ARROWHEAD DRINKING WATER | 19.43 |
| 159372 | 05/30/2012 | ART SUPPLY WAREHOUSE | 1,483.04 |
| 159373 | 05/30/2012 | EBERHARD EQUIPMENT | 1,177.07 |
| 159374 | 05/30/2012 | EMCOR/Mesa Energy Systems | 1,300.00 |
| 159375 | 05/30/2012 | EMERGENCY MEDICAL PRODUCTS | 166.30 |
| 159376 | 05/30/2012 | ESSENCE ENTERTAINMENT | 2,965.89 |
| 159377 | 05/30/2012 | EUREKA CAREER INFO. SYSTEMS | 2,128.06 |
| 159378 | 05/30/2012 | EXCELSIOR ELEVATOR CORPORATION | 975.00 |
| 159379 | 05/30/2012 | EXPERIAN | 77.00 |
| 159380 | 05/30/2012 | LASER PRINTER SERVICE, A | 45.17 |
| 159381 | 05/30/2012 | XEROX CORPORATION | 175.00 |
| 159382 | 05/31/2012 | MAYRA ARIAS | 194.39 |
| 159383 | 05/31/2012 | K.C. GUSSLER, II | 4,500.00 |
| 159384 | 05/31/2012 | HAIR CALIFORNIA BEAUTY ACADEMY | 34,083.00 |
| 159385 | 05/31/2012 | HIGH SCHOOL MEDIA, LLC | 408.00 |
| 159386 | 05/31/2012 | HUMMERT INTERNATIONAL | 2,167.00 |
| | | Unpaid Sales Tax | 158.18 |
| | | Expensed Amount | 2,325.18 |
| 159387 | 05/31/2012 | iPARADIGMS, LLC | 55,871.48 |
| 159388 | 05/31/2012 | IRVINE RANCH WATER DIST. | 282.35 |

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|--------------|------------|---|--------------|
| 159389 | 05/31/2012 | JOHNSON CONTROLS, INC. | 11,358.00 |
| 159390 | 05/31/2012 | KESSLER CRANE | 1,638.39 |
| | | Unpaid Sales Tax | 122.05 |
| | | Expensed Amount | 1,760.44 |
| 159391 | 05/31/2012 | ALEXANDER LEIGH | 3,000.00 |
| 159392 | 05/31/2012 | LOUIS & COMPANY | 3,739.02 |
| 159393 | 05/31/2012 | OBJET GEOMETRIES INC. | 5,900.00 |
| 159394 | 05/31/2012 | ORANGE CO. BUSINESS JOURNAL | 69.00 |
| 159395 | 05/31/2012 | VIRGINA KATE SEIGLER | 2,000.00 |
| 159396 | 05/31/2012 | FERNANDO VASQUEZ | 1,500.00 |
| 159397 | 05/31/2012 | AIR SOURCE INDUSTRIES, INC. | 113.94 |
| 159398 | 05/31/2012 | B & H PHOTO | 4,350.00 |
| | | Unpaid Sales Tax | 337.13 |
| | | Expensed Amount | 4,687.13 |
| 159399 | 05/31/2012 | BAKER & TAYLOR | 208.52 |
| 159400 | 05/31/2012 | BANNERSANDSIGN.NET | 99.28 |
| 159401 | 05/31/2012 | JEANISE BARTIROMO | 19.37 |
| 159402 | 05/31/2012 | MARGUERITE BEAL | 70.00 |
| 159403 | 05/31/2012 | CHRIS BEROIZ | 150.00 |
| 159404 | 05/31/2012 | BESAFE TECHNOLOGIES, INC. | 738.15 |
| 159405 | 05/31/2012 | BIO-RAD LABORATORIES, INC. LIFE SCIENCE GROUP | 123.85 |
| 159406 | 05/31/2012 | BLICK ART MATERIALS | 167.67 |
| 159407 | 05/31/2012 | BOARD OF REGISTERED NURSING | 200.00 |
| 159408 | 05/31/2012 | COASTLINE ROP | 269.80 |
| 159409 | 05/31/2012 | EMPIRE CLEANING SUPPLY | 7,650.25 |
| 159410 | 05/31/2012 | BCH WATERWORKS | 135.00 |
| 159411 | 05/31/2012 | APPLE COMPUTER INC. | 87,076.47 |
| 159412 | 05/31/2012 | ATOM ENGINEERING CONSTRUCTION | 2,250.46 |
| 159413 | 05/31/2012 | B & H PHOTO | 341.04 |
| | | Unpaid Sales Tax | 26.43 |
| | | Expensed Amount | 367.47 |
| 159414 | 05/31/2012 | C.E.M. LAB CORP. CIVIL ENGINEERING MATERIAL LAB | 49,737.50 |
| 159415 | 05/31/2012 | CATALYST CONSULTING | 10,125.00 |
| 159416 | 05/31/2012 | CLARKE & ASSOCIATES, INC. | 1,464.20 |
| 159417 | 05/31/2012 | DELL MARKETING L.P. C/O DELL USA L.P. | 163,860.72 |
| 159418 | 05/31/2012 | DIRECT SYSTEMS SUPPORT | 9,044.13 |
| 159419 | 05/31/2012 | DOUGHERTY + DOUGHERTY ARCHITECTS LLP | 15,223.09 |
| 159420 | 05/31/2012 | EDGE DEVELOPMENT, INC. | 239,553.00 |
| 159421 | 05/31/2012 | ENAMIX, INC. | 5,600.00 |
| 159422 | 05/31/2012 | GKKWORKS | 45,282.24 |
| 159423 | 05/31/2012 | H2 ENVIRONMENTAL CONSULTING SERVICES, INC. | 5,348.00 |
| 159424 | 05/31/2012 | HCTD., LLC c/o HUDSON PACIFIC PROPERTIES | 22,750.00 |
| 159425 | 05/31/2012 | JACKSON, DE MARCO, TIDUS, & PECKENPAUGH | 29,344.40 |
| 159426 | 05/31/2012 | JOYCE INSPECTION & TESTING | 6,720.00 |
| 159427 | 05/31/2012 | MC KENNA LONG & ALDRIDGE, LLP | 390.00 |
| 159428 | 05/31/2012 | NEUDESIC, LLC | 53,758.50 |
| 159429 | 05/31/2012 | NIMBLE CONSULTING | 18,500.00 |

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Checks Dated 05/02/2012 through 06/05/2012

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|--------------|------------|---|--------------|
| 159430 | 05/31/2012 | PARSONS BRINCKERHOFF, INC. | 3,857.28 |
| 159431 | 05/31/2012 | PENN CORPORATE RELOCATION SERVICES, INC. | 250.00 |
| 159432 | 05/31/2012 | PERCEPTIVE SOFTWARE | 7,066.25 |
| 159433 | 05/31/2012 | PRECISION PLUMBING | 1,929.15 |
| 159434 | 05/31/2012 | RGP PLANNING & DEVELOPMENT SERVICES | 57,059.32 |
| 159435 | 05/31/2012 | RJM DESIGN GROUP, INC. | 1,856.71 |
| 159436 | 05/31/2012 | TORREY PINES BANK ATTN: ROSE RAMSDEN | 26,609.00 |
| 159437 | 05/31/2012 | TOWN & COUNTRY GLASS | 4,853.00 |
| 159438 | 05/31/2012 | TROXELL COMMUNICATIONS, INC. | 4,940.17 |
| 159439 | 05/31/2012 | XELLERATION | 2,465.00 |
| 159440 | 06/01/2012 | OFFICEMAX CONTRACT INC. | 10,520.42 |
| 159441 | 06/01/2012 | XEROX CORP. | 3,381.12 |
| 159442 | 06/01/2012 | XEROX CORPORATION | 10,888.22 |
| 159443 | 06/01/2012 | BUILD. ELECTRONIC CONT., INC. | 375.00 |
| 159444 | 06/01/2012 | BP ENERGY COMPANY BANK OF AMERICA, % REMITTANCE | 22,608.42 |
| 159445 | 06/01/2012 | NANCY BRACKEN | 944.74 |
| 159446 | 06/01/2012 | BRIDGES TRANSITIONS, CO. BANK OF AMERICA | 950.00 |
| 159447 | 06/01/2012 | AMANDA BROUGHTON | 227.53 |
| 159448 | 06/01/2012 | BUDDY'S ALL STARS | 280.15 |
| 159449 | 06/01/2012 | BUTLER CHEMICALS, INC. | 374.72 |
| 159450 | 06/01/2012 | CALIFORNIA STAGE/LIGHTING, INC | 10,674.78 |
| 159451 | 06/01/2012 | LUIS G. CARDENAS | 200.00 |
| 159452 | 06/01/2012 | CAROLINA BIOLOGICAL SUPPLY | 68.84 |
| 159453 | 06/01/2012 | DR. NANCY CARRITTE INDUSTRIAL PSYCHOLOGIST | 600.00 |
| 159454 | 06/01/2012 | GEORGE CASTRO | 50.00 |
| 159455 | 06/01/2012 | CCAR | 199.00 |
| 159456 | 06/01/2012 | OMAR CERVANTES | 50.00 |
| 159457 | 06/01/2012 | CINTAS CORPORATION | 94.00 |
| 159458 | 06/01/2012 | CINTAS DOCUMENT MANAGEMENT | 159.50 |
| 159459 | 06/01/2012 | COACH AMERICA | 871.70 |
| 159460 | 06/01/2012 | COMMITTEE ON ACCREDITATION OF EDU PROG FOR THE EMS PROFESSNS | 1,320.00 |
| 159461 | 06/01/2012 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | 27,676.90 |
| 159462 | 06/01/2012 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | 6,111.00 |
| 159463 | 06/01/2012 | COMMUNITY COLLEGE LEAGUE OF CALIFORNIA | 7,718.00 |
| 159464 | 06/01/2012 | CPP, INC. DAVIES-BLACK PUBLISHING | 63.07 |
| 159465 | 06/01/2012 | CARIE CRUZ | 245.00 |
| 159466 | 06/01/2012 | CULLIGAN WATER CONDITIONING | 109.20 |
| 159467 | 06/01/2012 | CYNOSURE NEW MEDIA, INC. | 6,000.00 |
| 159468 | 06/01/2012 | RICHARD DAHLIN | 68.00 |
| 159469 | 06/01/2012 | CDW GOVERNMENT, INC. | 1,371.66 |
| 159470 | 06/01/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 725.00 |
| 159471 | 06/01/2012 | ACADEMIC SENATE FOR CA COMMUNITY COLLEGES | 755.00 |
| 159472 | 06/01/2012 | ACCCA | 1,875.00 |
| 159473 | 06/01/2012 | ACCCA | 1,375.00 |
| 159474 | 06/01/2012 | DEVIN ADAMS | 105.56 |

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| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159475 | 06/01/2012 | MARYAM AFSHARI | 175.66 |
| 159476 | 06/01/2012 | AHIMA | 515.00 |
| 159477 | 06/01/2012 | CHRISTIAN ALVARADO | 314.52 |
| 159478 | 06/01/2012 | JUANITA BALTIERRA | 122.01 |
| 159479 | 06/01/2012 | GARY BARNAK | 100.02 |
| 159480 | 06/01/2012 | KIM BRANCH-STEWART | 735.89 |
| 159481 | 06/01/2012 | CLAIRE CESAREO-SILVA | 697.00 |
| 159482 | 06/01/2012 | ROBERT COSGROVE | 779.84 |
| 159483 | 06/01/2012 | KEVIN M. DALLA BETTA | 81.69 |
| 159484 | 06/01/2012 | TRACY DALY | 45.00 |
| 159485 | 06/01/2012 | ANETA DORHOUT | 345.00 |
| 159486 | 06/01/2012 | MEREDITH DORNER | 500.00 |
| 159487 | 06/01/2012 | JIM GASTON | 273.92 |
| 159488 | 06/01/2012 | RICHARD GOODMAN | 500.00 |
| 159489 | 06/01/2012 | MICHELLE GUSTAFSON | 30.00 |
| 159490 | 06/01/2012 | GEORGINA GUY | 522.07 |
| 159491 | 06/01/2012 | CHRISTINA HINKLE | 426.40 |
| 159492 | 06/01/2012 | BARBARA HUGGINS | 100.00 |
| 159493 | 06/01/2012 | CONNIE JACKSON | 100.00 |
| 159494 | 06/01/2012 | PAULA JACOBS | 86.70 |
| 159495 | 06/01/2012 | KRIS JONES | 500.00 |
| 159496 | 06/01/2012 | DR. CRAIG JUSTICE | 494.26 |
| 159497 | 06/01/2012 | KAI KAISER | 490.83 |
| 159498 | 06/01/2012 | WILLIAM L. KELLY | 135.77 |
| 159499 | 06/01/2012 | KRIS LEPPHEN-CHRISTENSEN | 1,000.00 |
| 159500 | 06/01/2012 | TONY LIPOLD | 411.30 |
| 159501 | 06/01/2012 | SHARON LOUIE | 35.36 |
| 159502 | 06/01/2012 | MARGOT LOVETT | 931.04 |
| 159503 | 06/01/2012 | KIM MC CORD | 40.00 |
| 159504 | 06/01/2012 | MARY MC DONOUGH | 1,310.81 |
| 159505 | 06/01/2012 | MT. SAC AUXILIARY SERVICES LAURA MARTINEZ | 20.00 |
| 159506 | 06/01/2012 | ORLANTHA NIN | 176.09 |
| 159507 | 06/01/2012 | SHARON NUSSEMBAUM | 100.00 |
| 159508 | 06/01/2012 | CHRISTOPHER PAQUETTE | 211.18 |
| 159509 | 06/01/2012 | KEN PATTON | 32.00 |
| 159510 | 06/01/2012 | JENNIFER RACHMAN | 100.00 |
| 159511 | 06/01/2012 | MAUREEN SMITH | 640.17 |
| 159512 | 06/01/2012 | GLEN STEVENSON | 241.80 |
| 159513 | 06/01/2012 | KARI L. TUCKER | 1,139.77 |
| 159514 | 06/01/2012 | DAN WALSH | 796.67 |
| 159515 | 06/01/2012 | AMIRA WEGENEK | 990.14 |
| 159516 | 06/04/2012 | SAMUEL FRENCH MUSICAL DEPARTMENT | 4,380.00 |
| 159517 | 06/04/2012 | G & K SERVICES | 239.43 |
| 159518 | 06/04/2012 | ARMANDO GALVAN | 50.00 |
| 159519 | 06/04/2012 | VALERIE GALVAN | 50.00 |
| 159520 | 06/04/2012 | GAYNOR, MICHELLE | 33.17 |
| 159521 | 06/04/2012 | WILL GLEN | 40.98 |
| 159522 | 06/04/2012 | DAVE SMITH ENTERPRISE dba HOSPITAL ASSOCIATES | 38.46 |

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

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159523 | 06/04/2012 | GOODWILL INDUSTRIES OF ORANGE COUNTY | 1,620.00 |
| 159524 | 06/04/2012 | GOVCONNECTION | 209.55 |
| 159525 | 06/04/2012 | GOVPLACE | 8,122.56 |
| 159526 | 06/04/2012 | W. W. GRAINGER | 823.98 |
| 159527 | 06/04/2012 | GRANICUS, INC. | 1,075.00 |
| 159528 | 06/04/2012 | KELLY GRIMES | 360.00 |
| 159529 | 06/04/2012 | BRUCE HAGAN | 37.51 |
| 159530 | 06/04/2012 | HALO BRANDED SOLUTIONS | 6,661.18 |
| 159531 | 06/04/2012 | HERNANDEZ, GABRIELA | 50.00 |
| 159532 | 06/04/2012 | HIGH SCHOOL MEDIA, LLC | 300.00 |
| 159533 | 06/04/2012 | HIGHER ONE INC. | 232.80 |
| 159534 | 06/04/2012 | HIRSCH PIPE & SUPPLY | 237.23 |
| 159535 | 06/04/2012 | HOPPER EQUIPMENT & SUPPLY | 2,645.23 |
| 159536 | 06/04/2012 | ELIZABETH HORAN | 1,179.00 |
| 159537 | 06/04/2012 | HORIZON | 320.18 |
| 159538 | 06/04/2012 | FHEG IVC BOOKSTORE STORE NO 895 MA 54 | 1,492.98 |
| 159539 | 06/04/2012 | JIM'S MUSIC CENTER, INC. | 1,642.25 |
| 159540 | 06/04/2012 | STEPHEN R. JOHNSON | 1,995.00 |
| 159541 | 06/04/2012 | JOHNSTONE SUPPLY | 184.84 |
| 159542 | 06/04/2012 | LISA KAPCHINSKE | 59.20 |
| 159543 | 06/04/2012 | KE DESIGNS | 15,000.00 |
| 159544 | 06/04/2012 | KINA, MORITAKA | 360.00 |
| 159545 | 06/04/2012 | KOSS INTERNATIONAL | 680.86 |
| 159546 | 06/04/2012 | KELSIE KOZIOL | 42.98 |
| 159547 | 06/04/2012 | GARY I. KUSUNOKI | 130.00 |
| 159548 | 06/04/2012 | JENNIFER MC CUE | 90.00 |
| 159549 | 06/04/2012 | HOFFMAN SOUTHWEST CORP. ROTO-ROOTER SERV. & PLUMBING | 178.75 |
| 159550 | 06/04/2012 | GLEN SAMPLE SIGNS | 21.53 |
| 159551 | 06/04/2012 | CYNTHIA BAHTI | 782.15 |
| 159552 | 06/04/2012 | MARK LEYSEN | 85.82 |
| 159553 | 06/04/2012 | AT & T MOBILITY | 59.35 |
| 159554 | 06/04/2012 | AT & T | 54.87 |
| 159555 | 06/04/2012 | AT & T | 345.10 |
| 159556 | 06/04/2012 | AT & T | 58.14 |
| 159557 | 06/04/2012 | AT & T | 58.14 |
| 159558 | 06/04/2012 | AT & T | 58.14 |
| 159559 | 06/04/2012 | IRVINE RANCH WATER DIST. | 8,614.25 |
| 159560 | 06/04/2012 | GARY I. KUSUNOKI | 250.00 |
| 159561 | 06/04/2012 | LASER SOURCE | 2,475.02 |
| 159562 | 06/04/2012 | LAURA'S INT PLANTSCAPE SERV | 200.00 |
| 159563 | 06/04/2012 | MAI LE | 306.54 |
| 159564 | 06/04/2012 | CAROL LERMAN | 17.98 |
| 159565 | 06/04/2012 | DIANE LEWIS | 331.91 |
| 159566 | 06/04/2012 | CHIEF, LOC CDS | 525.00 |
| 159567 | 06/04/2012 | LIFE TECHNOLOGIES, INC. c/o BANK OF AMERICA | 952.51 |
| 159568 | 06/04/2012 | LINKS SIGN LANGUAGE INTERPRETING SERVICES | 864.00 |
| 159569 | 06/04/2012 | NICOLE LOFTUS | 39.85 |
| 159570 | 06/04/2012 | MAIN GRAPHICS | 4,874.40 |

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.

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|--------------|
| 159571 | 06/04/2012 | MIROSLAVA MANCHIK | 345.95 |
| 159572 | 06/04/2012 | MARCIVE, INC. | 32.67 |
| 159573 | 06/04/2012 | BARBARA MARTINEZ | 50.00 |
| 159574 | 06/04/2012 | DAVE MCALLISTER | 540.00 |
| 159575 | 06/04/2012 | MC CALLUM GROUP, INC. | 3,500.00 |
| 159576 | 06/04/2012 | JENNIFER MC GEE | 50.00 |
| 159577 | 06/04/2012 | McMASTER CARR SUPPLY CO. | 155.04 |
| 159578 | 06/04/2012 | MARGIE MCNELLY LICENSED MARRIAGE & FAMILY THERAPIST | 480.00 |
| 159579 | 06/04/2012 | METROLINE INC. | 729.00 |
| | | Unpaid Sales Tax | 56.50 |
| | | Expensed Amount | 785.50 |
| 159580 | 06/04/2012 | MARCIA MILCHIKER | 39.99 |
| 159581 | 06/04/2012 | MILLENNIUM BUSINESS SERVICES Marty Cohn | 1,419.08 |
| 159582 | 06/04/2012 | MISSION PRINTING COMPANY | 1,159.39 |
| 159583 | 06/04/2012 | MONTGOMERY HARDWARE | 143.79 |
| 159584 | 06/04/2012 | NATIONAL COALITION OF ADVANCEDTECHNOLOGY CENTERS (NCATC) | 15,000.00 |
| 159585 | 06/04/2012 | NEWARK DRESSMAKER SUPPLY INC. DIVISION OF HOME SEW | 40.15 |
| | | Unpaid Sales Tax | 2.57 |
| | | Expensed Amount | 42.72 |
| 159586 | 06/04/2012 | NORTHERN SAFETY COMPANY | 74.93 |
| | | Unpaid Sales Tax | 4.63 |
| | | Expensed Amount | 79.56 |
| 159587 | 06/04/2012 | NUGIER PRESS CO. | 134.15 |
| 159588 | 06/04/2012 | OC Treasurer-Tax Collector | 210.00 |
| 159589 | 06/04/2012 | ORANGE CO. FARM SUPPLY | 2,335.15 |
| 159590 | 06/04/2012 | ORKIN PEST CONTROL 711 | 1,762.50 |
| 159591 | 06/04/2012 | MILLENNIUM BUSINESS SERVICES Marty Cohn | 148.70 |
| 159592 | 06/05/2012 | AMERICAN EXPRESS TRAVEL RELATED SERVICES CO INC | 5,982.75 |
| 159593 | 06/05/2012 | BLACKBOARD INC. BBWORLD '12 | 740.00 |
| 159594 | 06/05/2012 | BLACKBOARD INC. BBWORLD '12 | 740.00 |
| 159595 | 06/05/2012 | BLACKBOARD INC. BBWORLD '12 | 740.00 |
| 159596 | 06/05/2012 | JW MARRIOTT NEW ORLEANS | 713.12 |
| 159597 | 06/05/2012 | RESIDENCE INN | 626.02 |
| 159598 | 06/05/2012 | WELLS FARGO #1606 | 5,252.74 |
| 159599 | 06/05/2012 | WELLS FARGO #2078 | 409.51 |
| 159600 | 06/05/2012 | WELLS FARGO #3317 | 4,033.26 |
| | | Unpaid Sales Tax | 190.71 |
| | | Expensed Amount | 4,223.97 |
| 159601 | 06/05/2012 | CHEVRON AND TEXACO BUSINESS CARD SERVICES | 463.76 |
| 159602 | 06/05/2012 | SHELL FLEET CARD SERVICES PROCESSING CENTER | 5,282.38 |
| 159603 | 06/05/2012 | A-1 AWARDS | 75.43 |
| 159604 | 06/05/2012 | AAA ACCESS SMOG | 50.00 |
| 159605 | 06/05/2012 | AAA ELECTRIC MOTOR SALES | 217.32 |
| 159606 | 06/05/2012 | AARDVARK CLAY AND SUPPLIES | 189.27 |
| 159607 | 06/05/2012 | JENNIFER ABRAHAMS | 32.30 |

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---|--------------|
| 159608 | 06/05/2012 | KRISTEN BUSH | 2,730.00 |
| 159609 | 06/05/2012 | A. DAIGGER & COMPANY, INC. | 2,362.99 |
| | | Unpaid Sales Tax | 179.57 |
| | | Expensed Amount | 2,542.56 |
| 159610 | 06/05/2012 | DANA POINT YACHT MAINTENANCE | 31.90 |
| 159611 | 06/05/2012 | DATA WAREHOUSING INSTITUTE DATALINK CORPORATION | 1,200.00 |
| 159612 | 06/05/2012 | DELL MARKETING L.P. C/O DELL USA L.P. | 16,321.84 |
| 159613 | 06/05/2012 | DISPLAYS 2GO | 228.73 |
| 159614 | 06/05/2012 | DIVERSIFIED BUSINESS SERVICES | 3,449.30 |
| 159615 | 06/05/2012 | DM COLOR EXPRESS, INC. | 484.88 |
| 159616 | 06/05/2012 | DUNN-EDWARDS CORPORATION | 178.85 |
| 159617 | 06/05/2012 | ECONOMIC ALTERNATIVES, INC. | 358.33 |
| 159618 | 06/05/2012 | EDWARDS, ARNETTE | 180.00 |
| 159619 | 06/05/2012 | DONALD L. EISENTRAUT | 1,047.50 |
| 159620 | 06/05/2012 | ELECTRONIX EXPRESS | 1,616.90 |
| | | Unpaid Sales Tax | 118.46 |
| | | Expensed Amount | 1,735.36 |
| 159621 | 06/05/2012 | END2END, INC. | 3,700.00 |
| 159622 | 06/05/2012 | ESSENCE ENTERTAINMENT | 1,100.00 |
| 159623 | 06/05/2012 | YVETTE ESTRADA | 50.00 |
| 159624 | 06/05/2012 | EWING IRRIGATION PRODUCTS | 2,200.26 |
| 159625 | 06/05/2012 | EXCELSIOR ELEVATOR CORPORATION | 975.00 |
| 159626 | 06/05/2012 | FEDERAL EXPRESS | 154.44 |
| 159627 | 06/05/2012 | FIBRE GLAST DEVELOPMENTS CORP. | 478.60 |
| 159628 | 06/05/2012 | FILMTOOLS, INC. | 284.44 |
| 159629 | 06/05/2012 | FISHER SCIENTIFIC | 26.70 |
| 159630 | 06/05/2012 | FLASHBAY, INC. | 2,666.81 |
| 159631 | 06/05/2012 | FRANCHISE TAX BOARD | 550.00 |
| 159632 | 06/05/2012 | FRANCHISE TAX BOARD | 437.50 |
| 159633 | 06/05/2012 | FRANCHISE TAX BOARD | 95.00 |
| 159634 | 06/05/2012 | STATE OF CA GENERAL SERVICES DEPT OF INDUSTRIAL RELATIONS | 675.00 |
| 159635 | 06/05/2012 | DAIRY DEPOT | 89.44 |
| 159636 | 06/05/2012 | IRVINE VALLEY COLLEGE COMMUNITY EDUCATION | 1,795.00 |
| 159637 | 06/05/2012 | PACIFIC PARKING SYSTEMS, INC. | 2,177.21 |
| 159638 | 06/05/2012 | PAYAM-E-ASHENA | 500.00 |
| 159639 | 06/05/2012 | BRIAN I. PEREZ | 250.00 |
| 159640 | 06/05/2012 | LILIANN PEREZ-STROUD | 360.00 |
| 159641 | 06/05/2012 | PHOENIX GROUP | 2,369.44 |
| 159642 | 06/05/2012 | PHOENIX PHILANTHROPY GROUP | 8,370.00 |
| 159643 | 06/05/2012 | PITNEY BOWES PRESORT SERVICES | 48.59 |
| 159644 | 06/05/2012 | DANIEL J. POTHEIN | 4,000.00 |
| 159645 | 06/05/2012 | PROFORCE MARKETING INC. PROFORCE LAW ENFORCEMENT | 172.35 |
| 159646 | 06/05/2012 | RIO GRANDE ALBUQUERQUE THE BELL GROUP | 3,118.10 |
| | | Unpaid Sales Tax | 238.36 |
| | | Expensed Amount | 3,356.46 |
| 159647 | 06/05/2012 | JANE ROSENKRANS | 111.78 |
| 159648 | 06/05/2012 | S & B FOODS CATERING DIVISION | 815.00 |

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.

ESCAPE ONLINE

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|--|---------------------|
| 159649 | 06/05/2012 | S & B FOODS CATERING DIVISION | 2,000.00 |
| 159650 | 06/05/2012 | S & S COMMUNICATIONS | 4,830.50 |
| 159651 | 06/05/2012 | SADDLEBACK GOLF CARS, INC. | 5,495.25 |
| 159652 | 06/05/2012 | SAFeway INC/PAVILIONS | 28.26 |
| 159653 | 06/05/2012 | SAMY'S CAMERA | 146.54 |
| 159654 | 06/05/2012 | SARGENT-WELCH LLC VWR INTERNATIONAL | 144.43 |
| 159655 | 06/05/2012 | SHIMADZU SCIENTIFIC INSTRUMENT | 7,145.83 |
| 159656 | 06/05/2012 | ROBERT W. SIMONEAU | 69,999.00 |
| 159657 | 06/05/2012 | SIMULATION CURRICULUM CORP | 415.45 |
| | | Unpaid Sales Tax | 31.00 |
| | | Expensed Amount | 446.45 |
| 159658 | 06/05/2012 | PENNY SKAFF | 66.00 |
| 159659 | 06/05/2012 | JENNIFER SNIDER | 315.00 |
| 159660 | 06/05/2012 | SO. ORANGE CO. COMM. COL.DIST | 279.00 |
| 159661 | 06/05/2012 | SOUTHERN CALIFORNIA SOUND IMAGE | 1,700.00 |
| 159662 | 06/05/2012 | SPECTRUM CHEMICAL MFG. CORP. | 39.32 |
| 159663 | 06/05/2012 | BARBARA TAMIALIS | 107.41 |
| 159664 | 06/05/2012 | TREE OF LIFE NURSERY | 347.49 |
| 159665 | 06/05/2012 | TURF TIRE DISTRIBUTORS | 120.03 |
| 159666 | 06/05/2012 | TUSTIN CHRYSLER JEEP DODGE WHOLESALE PARTS | 510.09 |
| 159667 | 06/05/2012 | TUSTIN UNIFIED SCHOOL DISTRICT | 98.58 |
| 159668 | 06/05/2012 | U.S. DATA TRUST CORPORATION | 6,000.00 |
| 159669 | 06/05/2012 | UNISOURCE WORLDWIDE INC. | 1,276.20 |
| 159670 | 06/05/2012 | UNITED SITE SERVICES OF CALIFORNIA, INC. | 890.49 |
| 159671 | 06/05/2012 | UTRECHT | 465.64 |
| 159672 | 06/05/2012 | VENTEK INTERNATIONAL | 180.00 |
| 159673 | 06/05/2012 | VISTA PAINT CORPORATE OFFICE | 234.10 |
| 159674 | 06/05/2012 | VITAL LINK EDUCATION AND BUSINESS CONSORTIUM | 6,000.00 |
| 159675 | 06/05/2012 | WARE DISPOSAL CO., INC. | 125.95 |
| 159676 | 06/05/2012 | WAWAK | 161.20 |
| | | Unpaid Sales Tax | 12.49 |
| | | Expensed Amount | 173.69 |
| 159677 | 06/05/2012 | MICHAEL E. WILSON | 13,498.00 |
| 159678 | 06/05/2012 | WOODBRIIDGE HIGH SCHOOL | 480.00 |
| 159679 | 06/05/2012 | LYNN YOUNG | 120.00 |
| 159680 | 06/05/2012 | SMART & FINAL IRIS CO. | 375.02 |
| 159681 | 06/05/2012 | SO. ORANGE CO. COMM. COL. DISTWORKERS COMPENSATION | 3,646.88 |
| 159682 | 06/05/2012 | RPM CONSULTANT GROUP | 2,870.00 |
| 159683 | 06/05/2012 | TOTAL COMPENSATION SYSTEMS | 7,300.00 |
| | | Total Number of Checks | 1,081 |
| | | | 5,571,912.90 |

Includes checks for only Bank Account COUNTY

| | Count | Amount |
|-----------|-------|--------------|
| Cancel | 10 | 100,055.56 |
| Net Issue | | 5,471,857.34 |

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 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|--------------|------------|---------------------|--------------|
|--------------|------------|---------------------|--------------|

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|------------------------|--------------|---------------------|
| 01 | General Fund | 966 | 3,194,694.81 |
| 12 | Child Development Fund | 20 | 10,144.77 |
| 40 | Capital Outlay Fund | 76 | 1,909,871.42 |
| 68 | Self-Insurance Fund | 3 | 6,115.23 |
| 71 | Retiree Benefit Fund | 6 | 354,329.96 |
| Total Number of Checks | | 1,071 | 5,475,156.19 |
| Less Unpaid Sales Tax Liability | | | 3,298.85 |
| Net (Check Amount) | | | 5,471,857.34 |

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ESCAPE ONLINE

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Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|-------------------------------|------------|--|------------------|
| 010382 | 05/03/2012 | RITZ-CARLTON, LAGUNA NIGUEL | 600.00 |
| 010383 | 05/03/2012 | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT | 197.71 |
| 010384 | 05/03/2012 | SOUTHWEST OFFSET PRINTING CO. | 24,878.58 |
| 010385 | 05/04/2012 | BILLY TEES | 1,501.16 |
| 010386 | 05/04/2012 | ALICIA MIGLIARINI dba CALINK INSTITUTE | 1,715.00 |
| 010387 | 05/04/2012 | CONNECTED WOMEN OF INFLUENCE | 898.50 |
| 010388 | 05/04/2012 | GOOD TIMES TRAVEL, INC. | 2,964.00 |
| 010389 | 05/04/2012 | SMART LEVELS MEDIA | 309.30 |
| 010390 | 05/10/2012 | EDUCATION TO GO | 4,359.75 |
| 010391 | 05/10/2012 | GOOD TIMES TRAVEL, INC. | 1,495.00 |
| 010392 | 05/10/2012 | XEROX CORPORATION | 525.91 |
| 010393 | 05/11/2012 | GREGORY J. ATWOOD THE GLASS SPECTRUM | 540.00 |
| 010394 | 05/11/2012 | ALICIA MIGLIARINI dba CALINK INSTITUTE | 545.00 |
| 010395 | 05/11/2012 | INSIGHT SYSTEMS GROUP, INC. | 995.98 |
| 010396 | 05/18/2012 | FENG SHUI SOLUTIONS KARTAR DIAMOND | 70.00 |
| 010397 | 05/18/2012 | KAYLAA FOX | 1,719.90 |
| 010398 | 05/18/2012 | ROBERT H. KEHIAYAN | 50.00 |
| 010399 | 05/18/2012 | NANCY Y. LARRAGOITI | 56.00 |
| 010400 | 05/24/2012 | OFFICEMAX CONTRACT INC. | 160.64 |
| Total Number of Checks | | | 19 |
| | | | 43,582.43 |

Includes checks for only Bank Account SC-CMED

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|-----------------------------|-------------|------------------|
| 09 | SC Community Education Fund | 19 | 43,582.43 |
| Total Number of Checks | | 19 | 43,582.43 |
| Less Unpaid Sales Tax Liability | | | .00 |
| Net (Check Amount) | | | 43,582.43 |

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ESCAPE ONLINE

Checks Dated 05/02/2012 through 06/05/2012

| Check Number | Check Date | Pay to the Order of | Check Amount |
|-------------------------------|------------|--|------------------|
| 008992 | 05/04/2012 | EDUCATION TO GO | 249.00 |
| 008993 | 05/10/2012 | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT | 61,310.76 |
| 008994 | 05/10/2012 | POSTMASTER | 323.47 |
| 008995 | 05/18/2012 | JACQUELYN WALKER | 145.00 |
| 008996 | 05/18/2012 | KATE BOSTOCK | 65.00 |
| 008997 | 05/24/2012 | JEFFORDS WONG | 35.00 |
| 008998 | 05/24/2012 | JULIE RUHLANDER | 35.00 |
| 008999 | 05/30/2012 | OFFICEMAX CONTRACT INC. | 81.93 |
| 009000 | 06/01/2012 | EDUCATION TO GO | 867.00 |
| 009001 | 06/01/2012 | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT | 15,297.15 |
| 009002 | 06/01/2012 | SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT | 21,404.18 |
| Total Number of Checks | | | 11 |
| | | | 99,813.49 |

Includes checks for only Bank Account IVC-CMED

Fund Summary

| Fund | Description | Check Count | Expensed Amount |
|---------------------------------|------------------------------|-------------|------------------|
| 07 | IVC Community Education Fund | 11 | 99,813.49 |
| Total Number of Checks | | 11 | 99,813.49 |
| Less Unpaid Sales Tax Liability | | | .00 |
| Net (Check Amount) | | | 99,813.49 |

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Gifts to the District and Foundations
ACTION: Approval

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees “receives and administers gifts to the District.” The division/school or office within the college receiving the donated item reviews all gifts.

STATUS

The gifts listed on EXHIBIT A have been reviewed by the appropriate district and college officials and have been determined to be of benefit to the receiving location.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the donation(s) to the District and/or the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).

DONATIONS
June 25, 2012

IRVINE VALLEY COLLEGE

| Gift | Donated By: |
|--------------|---|
| Music | Mary Titus Orange, California 92868 |
| Dissertation | Roopa Mathur, Ph.D. 27665 Manor Hill Road Laguna Niguel, California 92677 |

SADDLEBACK COLLEGE

| Gift | Donated By: |
|---|--|
| L-Shaped Desk with Hutch | Donna Rane-Szostak 5579 Luz Del Sol Laguna Woods, California 92637 |
| Fabric Samples and Window Treatment Books | Your Dream Creation 26325 Via Lara Mission Viejo, California 92691 |
| Low Pro 200 Camera | Fran Popadak 33792 Oldbridge Road Dana Point, California 92629 |
| 114 Hardback Books, 77 Paperback Books | Kristen Caldwell 111 Strawflower Street Ladera Ranch, California 92694 |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: May/June 2012 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: Sub-award agreements, for contracts involving bid limits the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$81,000 for equipment, supplies and maintenance projects. During May/June 2012, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

CONTRACTOR NAME**CONTRACT AMOUNT**

| | |
|--|--------------------------|
| Penn Corporate Relocation Service Consultant Agreement - To provide relocation of management services, packing and unpacking of books onto shelves, and classroom and faculty offices in the library. Saddleback College | \$69,836.61 |
| Viatron Consultant Agreement – Provide microfilm conversion services. Saddleback College | \$45,675.00 |
| Keenan & Associates Privacy and Data Breach Insurance Program Agreement – Provide liability coverage for IT security breaches and is administered through Hiscox Inc. SOCCCD | \$25,771.25 (premium) |
| SixTen and Associates Agreement – Provide mandated reimbursement claim preparation services. SOCCCD | \$24,000.00 |
| Strata Information Group Agreement – Provide technical support and assistance relating to the Degree Audit System Selection project. SOCCCD | \$20,000.00 |

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

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| Judge Netting, Inc. Agreement- Provide repairs to the college driving range netting. Saddleback College | \$19,300.00 |
| Backyard Golf and Games, Inc. Agreement – Install synthetic turf at Baseball Stadium site. Saddleback College | \$14,900.00 |
| Cintas Document Management Shredding Service Agreement – Provide shredding of document services to the college. Irvine Valley College | \$14,400.00 |
| Integrated Design Build Agreement – Provide modification to the floor at the Library. Saddleback College | \$13,706.45 |
| Mathobotix Consultant Agreement – Provide resources to support a robotics institute at the college for area high school and college students using robotics kits and equipment as the primary curricular content for instruction. Irvine Valley College | \$12,320.00 |
| Fullerton Civic Light Opera Music Theatre Scenic Rental Agreement – Rental of scenery for performance at McKinney Theatre. Saddleback College | \$11,800.00 |
| Johnson Controls Agreement – Provide emergency Fine Arts HVAC repairs. Saddleback College | \$11,358.00 |
| B.P. Services, Inc. Agreement – Furnish and install new roof top packaged air conditioning unit for server room. Irvine Valley College | \$11,320.00 |
| Films Media Group Digital License Agreement – Annual license subscription. Irvine Valley College | \$9,800.00 |
| Eisenhower Dance Ensemble Performance Contract – For performance of New DANCEfest at McKinney Theatre. Saddleback College | \$8,500.00 |

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| <p>Von Meyer Fire and Life Safety Agreement – Provide annual and five year testing of fire systems. Irvine Valley College</p> | <p>\$7,975.00</p> |
| <p>California Community Colleges Student-Right-To-Know Reporting Subscription Agreement – Facilitate compliance by community college districts with the information reporting requirements of the Student Right To Know Act. SOCCCD</p> | <p>\$7,800.00</p> |
| <p>Orange County Electric, Inc. Agreement – Provide electrical work for TAS horticulture earth tub (compose container). Saddleback College</p> | <p>\$7,675.00</p> |
| <p>Professional Diversified Flooring Agreement – Provide new flooring for the staff lounge area at Room SSC 213C. Saddleback College</p> | <p>\$5,490.00</p> |
| <p>Vital Link Consultant Agreement - Provide data and executive reports based on 2011/2012 annual design, development, implementation, data collection, and analysis of regional meetings organized and administered by Vital Link for the CTE program. Irvine Valley College</p> | <p>\$5,250.00</p> |
| <p>Fullerton Civic Light Opera Company Costume Lease Agreement – Provide costume rental for “Joseph and the Amazing Technicolor Dreamcoat” performance on 6/8/12 through 6/24/12. Saddleback College</p> | <p>\$5,000.00</p> |
| <p>LogMeIn Software Agreement – Renewal of the Rescue Mobile Concurrent subscription. Irvine Valley College</p> | <p>\$4,995.00</p> |
| <p>ARTstor Inc. Digital Library License Agreement – Grant access to collections and digital images, catalog records, and/or other texts for the technology department. Irvine Valley College</p> | <p>\$4,900.00</p> |

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| Wind & Sea Restaurant Event Confirmation Agreement – Use of facilities for Business Process Analysis sessions. SOCCCD | \$4,644.86 |
| Payphone Station, Innovation Agreement – Provide public pay telephone services at the college. Saddleback College | \$3,780.00 |
| Reactor Institute Consultant Agreement – Provide data and executive reports based on 2011/2012 annual design, development, implementation, data collection, and analysis of regional meetings organized and administered by Reactor Institute for the CTE program. Irvine Valley College | \$2,400.00 |
| City of Mission Viejo Rental Contract/Permit – Facilities – Use of facilities for Human Resources/Financial Systems – Hiring Process sessions. SOCCCD | \$1,680.00 |
| City of Laguna Hills Facility Permit Application and Agreement – For use of facilities on May 30, 2012 for fashion show fundraiser through the Student Development department. Saddleback College | \$1,480.00 |
| Derek Carroll Consultant Agreement – Provide strategies and techniques for the Child Development department in dealing with difficult children. Saddleback College | \$975.00 |
| United Site Services Site Service Agreement – Equipment rental for 2012 graduation ceremony on May 18, 2012. Saddleback College | \$890.49 |
| United Site Services Site Service Agreement – Restroom (2) rental beginning 5/12/12 on a per month basis for use by the facilities/maintenance department. Saddleback College | \$239.09 |

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| <p>United Site Services Site Service Agreement – Restroom (1) rental beginning 5/1/12 on a per month basis for use at the Greenhouse facility. Saddleback College</p> | <p>\$119.23</p> |
| <p>RGP Planning & Development Services Agreement Amendment No. 1 – Extend the term of the contract an additional 12 month for the Orange Land Swap Specific Plan and CEQA Compliance project. This is a no cost extension. SOCCCD</p> | <p>\$0.00</p> |
| <p>County of Orange Agreement Amendment – To replace contract number MA-042-012011150, which was auto-deleted due to inactivity, and replaced with MA-042-12012035 to provide training to meet the mental health needs of the deaf community effective July 1, 2012. All terms and conditions contained in the original contract are incorporated in the replaced contract. Saddleback College</p> | <p>\$0.00</p> |
| <p>County of Orange First Amendment to the Contract-Entitlement and Environmental Services – Extend the term of the contract for an additional one year, commencing June 13, 2012 and ending 2013. All terms and conditions contained in the original contract remain in full force and effect. SOCCCD</p> | <p>\$0.00</p> |
| <p>Neudesic LLC Agreement Amendment No. 1 – Extend the end date of the contract to June 30, 2013 for the Sherpa, MySite Refresh and Smart Schedule Refresh with no change in cost. SOCCCD</p> | <p>\$0.00</p> |
| <p>Neudesic LLC Agreement Amendment No. 1 – To extend the end date of the contract to June 30, 2014 for the SIS System Audits and SIS Emergency Support with no change in cost. SOCCCD</p> | <p>\$0.00</p> |
| <p>City of Mission Viejo Rental Contract/Permit – Facilities – Use of facility for KSBR Birthday Bash. Saddleback College</p> | <p>\$0.00</p> |

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| <p>Council Connections Membership Application Agreement – Membership enrollment to allow access to pharmacy contracts and products through McKesson Medical/Surgical Distribution for use by the Health Services department. Saddleback College</p> | <p>\$0.00</p> |
| <p>California State University, Fullerton Affiliation Agreement – To provide clinical training for students at Saddleback College.</p> | <p>\$0.00</p> |
| <p>Laguna Tides Medical Group-Robert V. Eller, DO Affiliation Agreement – To provide clinical training for students at Saddleback College.</p> | <p>\$0.00</p> |

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the contracts as shown above.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Conduct a Public Hearing: Certification of the Program Environmental Impact Report (EIR) for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act (CEQA)

ACTION: Public Hearing

BACKGROUND

The Facilities Master Plans (FMPs) for Saddleback College and Irvine Valley College serve as a “blueprint for future development” of the campuses from 2011 through the 2031 planning horizon, informing planning and operations of the SOCCCD. The FMPs serve as the outline for a District five-year development plan and the foundation of subsequent plans for the allocation of resources and goal setting at each campus. The previous FMPs, released in 2006, will be replaced by the 2011 FMPs. Preparation of a program-level environmental impact report (EIR) is required for approval of the FMPs to comply with the requirements of the California Environmental Quality Act (CEQA).

A Notice of Preparation of the Draft EIR was issued on July 1, 2011, initiating a 30-day public review and comment period which ended on August 1, 2011. The document was made available on the District website and at District offices. A scoping meeting was held at the Board of Trustees’ boardroom on July 21, 2011 to receive public comments.

A Draft EIR was prepared which considered the environmental impacts of the project. All impacts except those related to traffic at Saddleback College and agriculture at Irvine Valley College have been determined to be less-than-significant, or could be reduced to below a level of significance with the implementation of mitigation measures. A statement of overriding considerations is required to certify the EIR with the presence of these significant and unavoidable impacts.

The Draft EIR was released to the public on April 16, 2012 and made available for a 45-day public review period, which ended on May 31, 2012. A Notice of Availability was distributed and the document was made available at the District website; at libraries in Irvine, Mission Viejo, and Tustin; and at District offices. A Notice of Completion was submitted to the State Clearinghouse. Comments received during this review period were evaluated and responses were provided in the Final EIR, which was released on June 14, 2012. No significant comments were received on the Draft EIR and no significant modifications were made to the document. *Both the Draft and Final EIR are available for review at the district website: http://www.socccd.edu/about/about_planning.html.*

Public hearing notices for this Board of Trustees' hearing were included in the Notice of Availability released on April 16, 2012. The public notices invited all interested persons to attend the public hearing and express opinions about the FMPs and CEQA compliance related thereto. District staff and consultants have produced the necessary findings, statement of overriding considerations, and mitigation monitoring and reporting program for the Board's consideration at this hearing.

STATUS

The Board of Trustees will conduct a public hearing on the certification of the Program Environmental Impact Report for the 2011 Facilities Master Plans for Saddleback College and Irvine Valley College.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Resolution No. 12-24: Certification of the Program Environmental Impact Report (EIR) for the 2011 Saddleback College Facilities Master Plan and the 2011 Irvine Valley College Facilities Master Plan Pursuant to the California Environmental Quality Act (CEQA)

ACTION: Approval

BACKGROUND

The Facilities Master Plans (FMPs) for Saddleback College and Irvine Valley College serve as a “blueprint for future development” of the campuses from 2011 through the 2031 planning horizon, informing planning and operations of the SOCCCD. The FMPs serve as the outline for a District five-year development plan and the foundation of subsequent plans for the allocation of resources and goal setting at each campus. The previous FMPs, released in 2006, will be replaced by the 2011 FMPs. Preparation of a program-level environmental impact report (EIR) is required for approval of the FMPs to comply with the requirements of the California Environmental Quality Act (CEQA).

A Notice of Preparation of the Draft EIR was issued on July 1, 2011, initiating a 30-day public review and comment period which ended on August 1, 2011. The document was made available on the District website and at District offices. A scoping meeting was held at the Board of Trustees’ boardroom on July 21, 2011 to receive public comments.

A Draft EIR was prepared which considered the environmental impacts of the FMPs. All impacts except those related to traffic at Saddleback College and agriculture at Irvine Valley College have been determined to be less-than-significant, or could be reduced to below a level of significance with the implementation of mitigation measures. A statement of overriding considerations is required to certify the EIR with the presence of these significant and unavoidable impacts.

The Draft EIR was released to the public on April 16, 2012 and made available for a 45-day public review period, which ended on May 31, 2012. A Notice of Availability (NOA) was distributed and the document was made available at the District website; at libraries in Irvine, Mission Viejo, and Tustin; and at District offices. A Notice of Completion was submitted to the State Clearinghouse. Comments received during this review period were evaluated and responses were provided in the Final EIR, which was released on June 14, 2012. No significant comments were received on the Draft EIR and no significant modifications were made to the document. *Both the Draft and Final EIR are available for review at the district website: http://www.socccd.edu/about/about_planning.html.*

Public hearing notices for the Board of Trustees' hearing were published as part of the NOA on April 16, 2012. The public notices invited all interested persons to attend the public hearing and express opinions about the FMPs and CEQA compliance related thereto. District staff and consultants have produced the necessary findings, statement of overriding considerations, and mitigation monitoring and reporting program for the Board's consideration at this hearing.

STATUS

The FMPs were analyzed in the program EIR, which was available for public review and comment for the required 45-day review period.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 12-24 (EXHIBIT A) acknowledging all public testimony and certifying the program EIR pursuant to CEQA and directing the District's consultant to file the Notice of Determination with the County of Orange Clerk's office.

RESOLUTION NO. 12-24

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO.
2011071005) PREPARED FOR THE SOUTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT 2011 EDUCATIONAL AND FACILITIES MASTER
PLANS, VOLUMES 1-5**

WHEREAS, the South Orange County Community College District (the District or SOCCCD) was founded in 1967 and is one of 72 community college districts in California; and,

WHEREAS, SOCCCD is a multi-campus district comprised of Saddleback College in Mission Viejo, Irvine Valley College (IVC) in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin; and,

WHEREAS, the 2006 Facilities Master Plan (2006 FMP) is the approved facilities planning document that describes the instructional and support facilities needed to accommodate projected student enrollment through the year 2020 at the District's three campuses; and,

WHEREAS, District-wide, most projects identified in the 2006 FMP's 2006-2011 timeframe have been completed or are in process; and,

WHEREAS, in February 2010, the District began preparing the 2011 Educational Master Plans (2011 EMP) and Facilities Master Plans (2011 FMPs) to update the previous space needs and growth plan assessments identified in the 2006 Educational Resource Plans and 2006 FMP; and,

WHEREAS, the participatory process used in the planning of the 2011 EMPs and 2011 FMPs reflects the shared vision of hundreds of students, faculty, staff, administrators, trustees and members of the community; and,

WHEREAS, the preparation of the 2011 FMPs included survey and focus groups and assessments and documentation of existing campus buildings, facilities, and site conditions; and,

WHEREAS, since the growth of the District is driven by the projected growth for each campus, the 2011 EMPs are the foundational documents for the FMPs; and,

WHEREAS, the EMPs provide qualitative and quantitative assessments of enrollment changes for the prior five years, as well as 20-year forecasts of future enrollments; and,

WHEREAS, the EMPs use demographic and economic indicators to determine the amount of space that will be required to accommodate the academic program of instruction and support services, which in turn guides the FMP development process; and,

WHEREAS, the 2011 FMPs thus describe the needed buildings, infrastructure, vehicular and pedestrian circulation improvements, and proposed sequencing schedules required for construction and operation of instructional and support facilities through the year 2031; and,

WHEREAS, the 2011 FMPs will replace the 2006 FMP; and,

WHEREAS, Saddleback College was founded in 1968 and currently serves a full-time student population of 26,000, with a combined full time and part-time faculty of 978 and classified staff of 270; and,

WHEREAS, Saddleback College currently has 30 permanent structures for academic, administrative and facilities functions and 37 portable buildings which total 699,056 gross square footage (GSF); and,

WHEREAS, the 2006 FMP estimated Saddleback College would grow to approximately 812,500 GSF through the 2020 planning horizon, which is an increase of approximately 200,000 GSF over the existing 614,510 GSF; and,

WHEREAS, the 2011 FMP has planned for 838,510 GSF of permanent facilities at Saddleback College, which is a 224,000-GSF increase over the existing 614,510 GSF; and,

WHEREAS, Irvine Valley College was founded in 1979 and currently serves a student population of 15,000, with a combined full time and part-time faculty of 400 and classified staff of 178; and,

WHEREAS, Irvine Valley College has about 400,000 GSF among 22 permanent structures, and another 15,000 GSF of existing portables, for academic, administrative and facilities functions; and,

WHEREAS, the 2006 FMP estimated Irvine Valley College would grow to approximately 486,400 GSF through the 2020 planning horizon, which is an increase of 86,400 GSF over the existing 400,000 GSF; and,

WHEREAS, the 2011 FMP has planned for 556,440 GSF of permanent facilities and another 15,000 GSF of existing portables will remain in use as needed through 2031 at Irvine Valley College, which is almost a 157,000 GSF increase over the existing 400,000 GSF; and,

WHEREAS, on November 12, 2008, based upon its independent review and consideration of the facts and requirements of Environmental Impact Report (CEQA), the District's Board of Trustees adopted Resolution No. 08-35, which determined with certainty, on the basis of substantial evidence in the light of the whole record, that the ATEP Long-Range Academic and Facilities Plan, as amended by the October and November 2008 Erratas (LRP), and the ATEP Long Range Academic Plan, as amended by the October 2008 Errata (LRAP) (collectively, the LRP Project), were examined in light of the Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan dated October 1996 and as amended by the Errata dated September 1998, the supplement to the FEIS/EIR dated December 6, 2004, the addendum to the FEIS/EIR dated April 3, 2006 and determined that the LRP Project were included in the Specific Plan/Reuse Plan and already analyzed in the previously certified FEIS/EIR; and,

WHEREAS, the District certified an Addendum for the LRP Project as amended by the errata dated November 2008 to the FEIS/EIR by Resolution No. 08-35 (LRP Addendum). Pursuant to CEQA, Public Resources Code section 21167.2, the LRP Addendum is conclusively presumed to be complete and comply with CEQA; and,

WHEREAS, on November 12, 2008, the District adopted the LRP Project by Resolution No. 08-35; and,

WHEREAS, on March 24, 2009, the District certified an Addendum dated March 2009 to the FEIS/EIR by Resolution No. 09-05 (Concept Plan Addendum) for a Concept Plan for the ATEP campus. Pursuant to CEQA, Public Resources Code section 21167.2, the FEIS/EIR is conclusively presumed to be complete and comply with CEQA; and,

WHEREAS, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,

WHEREAS, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

WHEREAS, the LRP Project and Concept Plan are the facilities planning documents for the ATEP campus; and,

WHEREAS, the District initiated preparation of a Program EIR for the 2011 FMPs in 2011, and,

WHEREAS, the District submitted a Notice of Preparation of a Program EIR, including an Initial Study checklist to the State Clearinghouse on July 1, 2011 and distributed to involved public agencies and interested parties for a 30-day public review period that concluded on July 31, 2011; and

WHEREAS, a notice of the scoping meeting was provided in the Notice of Preparation; and

WHEREAS, the District held a scoping meeting to receive public input on July 21, 2011; and

WHEREAS, the District submitted a Notice of Completion to the State Clearinghouse on April 13, 2012 and a Notice of Availability and filed a Notice of Public Hearing for a Draft EIR with the Orange County Clerk on April 16, 2012, and published the same in the Orange County Register, and distributed the same to involved public agencies and interested parties; and

WHEREAS, a Draft EIR was prepared for the project and circulated to responsible agencies and other interested parties for a 45-day period that concluded on May 31, 2012; and

WHEREAS, on June 14, 2012, the Final EIR, including responses to comments received on the Draft EIR, was published; and

WHEREAS, a copy of the Final EIR was provided to all public agencies that submitted comments on the Draft EIR at least 10 days prior to certifying the Final EIR; and

WHEREAS, on June 25, 2012, the Board of Trustees, as the Lead Agency pursuant to State CEQA Guidelines Section 15051(a), has reviewed and considered the Final EIR in full compliance with State CEQA Guidelines.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Board of Trustees has reviewed and considered the information contained in the Final EIR on the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5 prior to acting on the project.

SECTION 2. Pursuant to the Findings of Fact Related to Significant Environmental Impacts (Attachment A), the Board of Trustees certifies that the Final EIR for the project was presented to the Board of Trustees, that the Final EIR was completed in full compliance with CEQA and the State CEQA Guidelines, that there was adequate public review of the Draft EIR, that the Board of Trustees has considered all comments on the Draft EIR and responses to comments, that the Final EIR adequately discusses all significant environmental issues, and that the Final EIR reflects the independent judgment and analysis of the District.

SECTION 3. The Final EIR shall consist of the following:

1. Draft EIR, including technical appendices
2. Comments and Responses to Comments to the Draft EIR
3. Findings of Fact Related to Significant Environmental Impacts (Attachment A)
4. Statement of Overriding Considerations (Attachment B)
5. Mitigation Monitoring and Reporting Program (Attachment C)

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the South Orange County Community College District on the 25th day of June, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President of the Board of Trustees of the
South Orange County Community College District

Attested to:

Clerk of the Board of Trustees of the
South Orange County Community College District

Exhibit A: Findings of Fact Related to Significant Environmental Impacts
Exhibit B: Statement of Overriding Considerations
Exhibit C: Mitigation Monitoring and Reporting Program

Attachment A

FINDINGS OF FACT RELATED TO SIGNIFICANT ENVIRONMENTAL IMPACTS

State CEQA Guidelines Section 15091

for

**South Orange County Community College District
2011 Educational and Facilities Master Plans, Volume 1-5**

**Final Environmental Impact Report
SCH No. 2011071005**

Lead Agency: South Orange County Community College District

SECTION I. INTRODUCTION

The following findings of fact are based in part on the information contained in the draft and final Environmental Impact Report (EIR) for the South Orange County Community College District (SOCCCD or district) Saddleback College & Irvine Valley College (IVC) 2011 Facilities Master Plans (FMPs, Proposed Project or Project), as well as additional facts found in the complete record of proceedings. The final EIR is hereby incorporated by reference and is available for review at the Saddleback College Health Sciences/District Offices Building, 28000 Marguerite Pkwy, Mission Viejo, California 92395, during normal business hours.

SECTION II. FINDINGS REGARDING THE POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROJECT

The District issued a notice of preparation of a draft EIR on June 30, 2011. Based on the initial study and notice of preparation, a determination was made that the EIR would contain a comprehensive analysis of environmental issues identified in Appendix G of the California Environmental Quality Act (CEQA) Guidelines and not screened out during the notice of preparation. With respect to all impacts identified as “less than significant” or as having “no impact” in the final EIR, the Board of Trustees finds that those impacts have been described accurately and are less than significant or have no impact.

In addition, some impacts in the EIR were found to be “significant” but were able to be mitigated to less-than-significant levels, and others were found to be “significant and unavoidable.” The Board of Trustees finds that those impacts have been described accurately and are less than significant with the implementation of mitigation or are significant and unavoidable.

TRAFFIC AND CIRCULATION

A. *Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.*

The Project would not result in a change in air traffic patterns, including an increase in traffic levels or a change in location that results in substantial safety risks.

The Project would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). Each of the campuses have been located on their respective sites for decades and have had education-oriented uses located on the campuses throughout the existence of the campuses. Education-oriented uses are planned on each of the campuses in the FMPs; therefore, no incompatible uses will be constructed. No hazardous design features will occur because the district is required to follow the California Field Act and state building standards. In addition, the District would consult with professional design specialists as designs are developed for the campuses.

The Project would not result in inadequate emergency access. Each of the campuses have multiple access points, which provide sufficient ingress/egress opportunities for the campuses even during peak traffic hours. IVC is planning two additional access points, including one that is currently in the construction design phase.

The Project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. The campuses currently provide opportunities for buses and other mass transit options to come and pick up students, staff and faculty. Planned improvements in the FMPs will increase bicycle options and pedestrian facilities; therefore, the Project will not conflict with policies, plans or programs.

B. *Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.*

The Project would not have any environmental effects on traffic and circulation that are potentially significant, but that can be mitigated to less-than-significant levels.

C. *Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.*

The Project would not have any environmental effects on traffic and circulation that cannot be mitigated to a less-than-significant level.

D. *Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.*

The Project would not contribute to any cumulative environmental effects on traffic and circulation that would have less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

Significant Impact

The Project would result in cumulatively significant impacts to traffic at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway, located near Saddleback College in Mission Viejo.

Description of Significant Impact

The intersection of Marguerite Parkway with Avery Parkway is forecast to be adversely impacted by the Proposed Project in the year 2030 in the PM peak hour. The intersection is projected to operate at a Level of Service (LOS) F with an Intersection Capacity Utilization (ICU) of 1.01, which exceeds the acceptable LOS D (maximum ICU of 0.90) for this intersection.

The intersection of Marguerite Parkway with Crown Valley Parkway is forecast to be adversely impacted by the Proposed Project in the year 2030 in the PM peak hour. The intersection is projected to operate at an LOS F with an ICU of 1.04, which exceeds the acceptable LOS E (maximum ICU of 1.00) for this intersection.

These intersections are expected to exceed the acceptable LOS even in the no-project condition. The Proposed Project will therefore contribute to, rather than be the sole cause of, the deficiencies.

Finding

The Project would contribute to deficient conditions at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway at buildout of the FMPs in 2030.

Improvements currently planned by the Orange County Transportation Authority at the intersection of Interstate 5 with Avery Parkway would result in changes to the design of the Marguerite/Avery intersection. However, these changes are not expected to be adequate to improve the LOS at this intersection to an acceptable level. No improvements are currently planned at the Marguerite/Crown Valley intersection. This intersection was substantially improved within the past decade in conjunction with development of the Ladera Ranch community, and there is presently no plan for further enhancements; such improvements are considered unlikely to occur in the foreseeable future due to substantial physical constraints.

Mitigation Measure TRA-1 requires the District's participation in a fair-share funding program for improvements that would reduce the Project's incremental traffic effects at these intersections to below a level of significance. However, because there are currently no planned or proposed improvements which would adequately improve the LOS at either intersection, impacts are expected to remain cumulatively significant.

Mitigation Measure TRA-1: The South Orange County Community College District shall coordinate with the City of Mission Viejo, the Orange County Transportation Authority, and the California Department of Transportation in the identification, planning and fair-share funding of intersection improvements at Marguerite Parkway and Avery Parkway. The district shall participate in a fair-share funding program that would ensure improvement of the Marguerite/Avery intersection to a minimum Level of Service D by the year 2030. If feasible improvements are identified for the intersection of Marguerite Parkway with Crown Valley Parkway, the district shall likewise participate in a fair-share

funding program that would ensure improvement of the Marguerite/Crown Valley intersection to a minimum Level of Service E by the year 2030.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce the impacts caused by the Project that results in a cumulative impact. Even with implementation of Mitigation Measure TRA-1, implementation of the proposed Project would contribute to a cumulatively considerable significant traffic impact at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway.

AIR QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not create objectionable odors affecting a substantial number of people. The Project does not contain land uses typically associated with emitting objectionable odors. Standard construction requirements, such as restrictions on vehicle idling, would minimize odor impacts resulting from construction activity. Any construction odor emissions generated would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction activity and is thus considered less than significant.

The Project would not expose sensitive receptors to substantial concentrations of carbon monoxide. None of the intersections in the vicinity of the campuses would violate CO standards at buildout of the FMPs.

The Project would not conflict with or obstruct implementation of the applicable air quality plan. The Project has been determined to be in compliance with the consistency criteria included in the Air Quality Management Plan produced by the South Coast Air Quality Management District.

Project operations would not violate an air quality standard or contribute substantially to an existing or projected air quality violation. Operational emissions of ROG, NO_x, CO, SO_x, PM₁₀, and PM_{2.5} were calculated using the California Emissions Estimator Model (CalEEMod) and found to be below significance thresholds.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Project could expose sensitive receptors to substantial air pollutant concentrations

Description of Significant Impact

During construction of the Project, the localized significance threshold (LST) established by the South Coast Air Quality Management District (SCAQMD) for fine particulate matter (PM_{2.5}) would be exceeded.

Finding

The Project would result in construction-period emissions of PM_{2.5} which exceed the LST. This impact would be reduced to a less-than-significant level with the implementation of the mitigation measures described below.

Mitigation Measure AQ-1: The following measures shall be incorporated into Project plans and specifications as implementation of Rule 403:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.
- The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

Mitigation Measure AQ-2: The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the of the California Code of Regulations, imposes a requirement that heavy duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure is intended to apply to construction traffic. Prior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling.

Mitigation Measure AQ-3: Grading plans, construction specifications and bid documents shall include notation that all Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better. The South Orange County Community College District shall review grading plans, construction specifications, and bid documents for conformance with this mitigation measure prior to approval of grading plans and issuance of grading permits.

Mitigation Measure AQ-4: In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction equipment staging areas shall be located at least 300 feet away from sensitive receptors.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measures AQ-1 through AQ-4 would reduce impacts to less-than-significant levels.

Significant Impact

Project construction could violate an air quality standard or contribute substantially to an existing or projected air quality violation.

Description of Significant Impact

During construction of the Project, maximum daily emissions would exceed criteria pollutant thresholds established by the SCAQMD for emissions of nitrogen oxides (NO_x).

Finding

The Project would result in construction-period emissions of NO_x which exceed the criteria pollutant thresholds. This impact would be reduced to a less-than-significant level with the implementation of Mitigation Measures AQ-1 through AQ-4 (described above).

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measures AQ-1 through AQ-4 would reduce impacts to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to air quality that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to air quality would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on air quality that would have a significant impact on the environment.

GREENHOUSE GAS EMISSIONS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

The Project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The Project would not have any environmental effects related to greenhouse gas emissions that are potentially significant but can be mitigated to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to greenhouse gas emissions that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to greenhouse gas emissions would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on greenhouse gas emissions that would have a significant impact on the environment.

NOISE

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Noise impacts related to vehicular traffic, parking vehicles in parking structures, athletic activities, and HVAC systems were assessed and determined to be below a level of significance.

The Project would not result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project. Long-term operational noise impacts related to vehicular traffic, parking vehicles in parking structures, athletic activities, and HVAC systems were assessed and determined to be below a level of significance.

The Project would not result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. Noticeable groundborne vibration would be present only during construction. Projected vibration levels are below the thresholds for annoyance at homes off-campus, and significantly below the threshold for architectural damage.

The Project would not result in exposure of persons residing or working in the Project area to excessive noise levels as a result of activities at a public or public-use airport, or at a private airstrip. There are no airports or airstrips in the vicinity of the campuses.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Project could cause a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project.

Description of Significant Impact

Construction activities may occur near noise-sensitive receptors and noise disturbances may occur over prolonged periods of time. Such construction activities could result in high noise levels.

Finding

Construction activities may occur near noise-sensitive receptors and noise disturbances may occur over prolonged periods of time. However, construction activities that result in high noise levels would be temporary, occur sporadically, and would be primarily controlled by the District's standard practice of limiting construction to the permissible hours set forth in local noise ordinances. With implementation of the following additional measures, construction-related noise impacts would be less than significant:

Mitigation Measure NOI-1: All equipment shall be equipped with properly operating and maintained mufflers.

Mitigation Measure NOI-2: Equipment and materials shall be staged in areas that will create the greatest distance between construction-related noise sources and the noise sensitive receptors nearest the constructions sites.

Mitigation Measure NOI-3: Haul trucks and other construction-related trucks traveling to and from any individual project site shall be restricted to the same hours specified for the operation of construction equipment. To the extent feasible, haul routes shall not pass directly by sensitive land uses.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measures NOI-1 through NOI-3 would reduce impacts to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to noise that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to noise would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on noise that would have a significant impact on the environment.

HYDROLOGY AND WATER QUALITY

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off- site.

The Project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems.

The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site.

The Project would not create or contribute runoff water that would provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.

The Project would not violate any water quality standards or waste discharge requirements.

The Project would not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

The Project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows.

The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of a local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

The Project would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

The Project would not be subject to inundation by seiche, tsunami, or mudflow.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The Project would not have any environmental effects related to hydrology and water quality that are potentially significant but can be mitigated to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to hydrology and water quality that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to hydrology and water quality would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on hydrology and water quality that would have a significant impact on the environment.

HAZARDS AND HAZARDOUS MATERIALS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, and, as a result, would not create a significant hazard to the public or the environment.

The Project would not result in a safety hazard for people residing or working in the Project area, when a project is located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport. The Project sites are not within any airport land use plan boundaries.

The Project would not result in a safety hazard for people residing or working in the Project area, when a project is located within the vicinity of a private airstrip. There are no private airstrips in the vicinity of the Project sites.

The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. The Project would not reduce site accessibility or negatively impact the ability of individuals on the campuses to evacuate.

The Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. The Irvine Valley College campus is not located within a wildland fire hazard area. The Project would reduce impacts associated with wildland hazards at the Saddleback College campus by adding a loop road on the east side of the campus and increasing the buffer between wildlands and campus structures.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Project could create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

The Project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

The Project could emit hazardous emissions or result in the handling of hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Description of Significant Impact

Older structures (generally, those constructed before 1979) on the Saddleback College and IVC campuses could contain asbestos-containing materials or lead-based paint. Also potentially present on both campuses are organochlorine pesticides from termiticide applications and pesticides and fertilizers from past and ongoing agricultural activities.

Various new structures are proposed as part of the FMPs. While programming for these structures has not yet been finalized, some may include facilities such as science laboratories that handle nominal amounts of hazardous materials. Any such facilities would be required to comply with regulations and programs established by the federal EPA, State Department of Toxic Substances Control (DTSC), and the Division of the State Architect. Such requirements would be established prior to permit issuance and would reduce this impact to a less-than-significant level. Practices are already in place for the safe transport, use, and disposal of these hazardous materials.

Finding

Existing structures and soils on the campuses may contain hazardous materials, and new structures proposed as part of the Project could include facilities that handle nominal amounts of hazardous materials. With implementation of the following additional measures, impacts resulting from hazardous materials would be less than significant:

Mitigation Measure HAZ-1: Prior to structural demolition, whether full or partial, the SOCCCD shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers," dated June 9, 2006.

Mitigation Measure HAZ-2: Prior to development on, or use of soils from, areas of the campuses historically used for agricultural purposes, the SOCCCD shall evaluate the potential presence of toxic substances resulting from application of pesticides and/or fertilizers. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in the "Interim Guidance for Sampling Agricultural Soils (Second Revision)," dated August 2002. This Guidance shall be followed for sampling agricultural properties where development is anticipated.

Mitigation Measure HAZ-3: Prior to structural demolition, whether full or partial, of any structure constructed before 1979, the SOCCCD shall evaluate the potential presence of asbestos-containing materials (ACMs). If ACMs are determined to be present, such materials shall be abated in compliance with SCAQMD Rule 1403 and other applicable State and federal rules and regulations.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measures HAZ-1 through HAZ-3 would reduce impacts to less-than-significant levels.

C. *Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.*

The Project would not have any environmental effects related to hazards and hazardous materials that cannot be mitigated to a less-than-significant level.

D. *Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.*

Cumulative impacts related to hazards and hazardous materials would result in a less-than-significant impact on the environment.

E. *Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.*

There would be no cumulative impacts related to hazards and hazardous materials that would have a significant impact on the environment.

BIOLOGICAL RESOURCES

A. *Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.*

The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Both campuses include various native and non-native plants, all of which may support small wildlife species. The Saddleback College campus is adjacent to the Arroyo Trabuco (Trabuco Creek), which is a wildlife corridor and riparian habitat for migratory bird species. However, implementation of the FMP will not impact the Trabuco Creek Channel, its banks, or associated riparian vegetation.

The Project would not have an adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The campuses are not known to support wetlands. Therefore, FMP projects would not have an effect on those resources.

The Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Implementation of the FMPs would not conflict with any local policies or ordinances protecting biological resources. The cities of Mission Viejo and Irvine do not have

ordinances applicable to the college campuses, which are primarily developed and support mature landscaping.

The Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Although not subject to the Southern Regional HCP (for Saddleback College) or the Central/Coastal Orange County NCCP/HCP (for Irvine Valley College) provisions, the principles of those regional habitat and species preservation plans are maintained through implementation of the FMPs.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Project could have an adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Description of Significant Impact

Both campuses have substantial landscape and are adjacent to areas with native vegetation communities with the potential to support nesting migratory birds. Construction activities associated with any of the 2011 FMP development projects that result in the removal of vegetation could have both direct and indirect impacts to actively nesting birds, including the nests of special-status species. Direct impacts would include the destruction of active nests, eggs, or young located within vegetation removed as a result of construction activities. Indirect impacts would include noise and disturbance associated with the construction activities that cause birds in adjacent habitats to abandon their nests.

Finding

The Project could result in direct or indirect impacts to nesting migratory birds. With implementation of the following additional measure, impacts on nesting migratory birds would be less than significant:

Mitigation Measure BIO-1: Prior to land-clearing activities from February 1 through August 31, a qualified biologist shall first evaluate the type and extent of vegetation removal. As determined necessary, the biological shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist shall specify the appropriate mitigation measure(s) for these impacts. Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measure BIO-1 would reduce impacts to nesting migratory birds to less-than-significant levels.

Significant Impact

The Proposed Project could have an adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service.

Description of Significant Impact

The Loop Road project on the Saddleback College campus could impact an existing, man-made drainage swale and/or the swale's hydrologic connections to Trabuco Creek. The Loop Road project site contains 0.23 acre of federal and 0.25 acres of State jurisdictional non-wetland waters. Activities such as filling, stockpiling, conversion to a storm drain, channelization, bank stabilization, road or utility line crossings, or other modification could occur, which would have an adverse effect on this riparian habitat area.

Finding

The Project could result in adverse effects on riparian habitats. Such impacts located within the 0.23 acre federal jurisdictional waters and 0.25 acre State jurisdictional waters would require permits from the California Department of Fish and Game (CDFG), the Regional Water Quality Control Board, and/or the U.S. Army Corps of Engineers (Corps) before any work could commence on the site. Both permanent and temporary impacts are regulated and would trigger the need for these permits. The final confirmation of the limits of State and federal jurisdiction on the property is subject to verification by the respective regulatory agencies.

In order of descending preference, the resource agencies generally require one or more of the following alternatives for jurisdictional impacts:

1. Avoidance
2. On-site mitigation if avoidance is not feasible.
3. Off-site mitigation, but only if avoidance and on-site mitigation measures are not feasible.
4. Payment of mitigation fees to an approved mitigation bank, or 'In Lieu Fee' program, if the other alternatives are not feasible.

The Corps often prefers payment of fees into an approved mitigation bank (an "In Lieu Fee") if avoidance cannot be achieved, while CDFG prefers on-site mitigation if avoidance cannot be achieved, with payment of fees into a mitigation bank as a last alternative.

Assuming that the drainage swale is removed, and thus fully impacted by the proposed Loop Road project, there will be no opportunity for avoidance or on-site mitigation. The Loop Road location near a steep slope precludes the creation of a vegetated watercourse because infiltrating runoff could interact adversely with expansive soils or otherwise impact the structural integrity of the roadway and related improvements. Also assuming that off-site mitigation is not feasible, the estimated mitigation costs will be approximately \$150,000. This estimate is based on a 0.75-acre area and assumes a 1.5:1 mitigation ratio, which is based on finding no endangered species in the Loop Road project area and not mitigating on-site. The actual final required mitigation will be determined by the applicable State and federal agencies once an application has been submitted.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measure BIO-1 would reduce impacts to nesting migratory birds to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to biological resources that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to biological resources would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts related to biological resources that would have a significant impact on the environment.

CULTURAL AND PALEONTOLOGICAL RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not cause a substantial adverse change in the significance of a historical resource. Based on the records searches and field survey results, implementation of the FMPs is not anticipated to affect any historical resources

The Project would not cause a substantial adverse change in the significance of an archaeological resource. Based on the records searches and field survey results, implementation of the FMPs is not anticipated to affect any archaeological resources

The Project would not disturb any human remains, including those interred outside of formal cemeteries. There are no known American Indian remains within the vicinity of the campuses, and tribal contacts did not express concern regarding the potential for undiscovered burial sites. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Description of Significant Impact

Deeper excavations (generally, greater than five feet) which reach older Quaternary geologic deposits may encounter significant vertebrate fossil material. Without available documentation of the depth and lateral extent of disturbed lands (filled soil) on the campuses, it is assumed there is the potential to encounter undisturbed sedimentary units at depth. Based on this assumption, grading and excavation activities during construction have the potential to encounter paleontological resources, the destruction of which would result in a significant impact.

Finding

The Project could result in impacts to previously-unidentified paleontological resources buried below fill soil. With implementation of the following additional measures, impacts on paleontological resources would be less than significant:

Mitigation Measure PR-1: Prior to any excavation or grading, the district shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials. The district shall determine the extent of sub-surface disturbances by using information including, but not limited to, as-built construction plans, underground utility surveys, and/or historic or recent geotechnical information, including boring and trenching logs.

Mitigation Measure PR-2: Should resources be uncovered as a result of campus grading and/or excavation shallower than five feet, a qualified paleontologist shall be retained and notified, and work in the area of the find shall cease until a paleontological monitor under the supervision of the qualified paleontologist arrives. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.

Mitigation Measure PR-3: Based on information obtained from compliance with Mitigation Measure PR-1, and should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological features of the campuses. Data from the geotechnical surveys will help define the vertical and horizontal distribution of paleontologically sensitive subsurface units to assist in the accurate development of any monitoring requirements. Should that data indicate paleontological sensitivity, the following shall occur:

- A qualified paleontologist shall be retained to attend a pre-construction meeting with construction personnel. The paleontologist shall inform construction personnel that fossils may be encountered, and provide information on the appearance of fossils, the role of paleontological monitors, and on proper notification procedures; and
- A paleontological monitor under the supervision of a qualified paleontologist shall monitor all earth-moving activities with potential to disturb previously undisturbed paleontologically

sensitive sediment. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Implementation of Mitigation Measures PR-1 through PR-3 would reduce impacts to paleontological resources to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to cultural and paleontological resources that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to cultural and paleontological resources would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts related to cultural and paleontological resources that would have a significant impact on the environment.

GEOLOGY AND SOILS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. There is no substantial evidence of any known faults capable of surface rupture on either of the campuses.

The Project would not expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death involving seismic-related ground failure, including liquefaction. Geotechnical analyses do not indicate conditions conducive to liquefaction below either of the campuses.

The Project would not expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death involving landslides. Geotechnical analyses indicate a very low potential for seismically-induced landslides to occur on either campus.

The Project would not result in substantial soil erosion or the loss of topsoil. Any future grading activities on the campuses would require preparation of grading plans including erosion control measures which comply with water quality control programs.

The Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Geotechnical analyses indicate improvements were feasible without hazard of landslide, slippage, or damaging settlement, and improvements can occur without similar adverse impacts on adjoining properties.

The Project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. No septic tanks or alternative wastewater disposal systems are proposed in the FMPs.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

Significant Impact

The Proposed Project could expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death involving strong seismic groundshaking.

Description of Significant Impact

The Saddleback College and IVC campuses are subject to strong seismic activity and groundshaking. Such activity could expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death.

Finding

The Project would be subject to strong seismic activity and groundshaking, which could expose people or structures to potential substantial adverse effects, including the risk or loss, injury, or death. All future development projects will be reviewed by the Division of the State Architect (DSA) and will be required to comply with standards and requirements contained in the California Building Code relating to construction and paving, structural foundations, etc. Additionally, community college campuses must comply with the Field Act (Education Code Sections 17280-17317 and 80030-81149), which establishes higher seismic safety standards for public schools. Compliance with these standards and requirements significantly reduces the likelihood of construction being adversely impacted by future seismic activity. Specific structural elements will be specified during engineering design for future projects; however, no programmatic-level mitigation is appropriate to further reduce the possibility of seismic effects.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Projects included in the FMPs would be required to comply with applicable building codes and the Field Act, which establish design standards to prevent significant impacts from seismic activity. With implementation of these standard, mandatory measures, impacts related to seismic groundshaking would be reduced to less-than-significant levels.

Significant Impact

The Proposed Project could be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.

Description of Significant Impact

Highly expansive soils are known to exist on both campuses. Construction on such soils, if not properly designed, could result in substantial risks to life or property.

Finding

Portions of the Project could be constructed on expansive soils, which could create substantial risks to life or property. As specific projects are proposed during the implementation of the FMPs, further geotechnical evaluation of issues related to expansive soils will be conducted. Based on relatively recent remedial geotechnical and structural work at the Saddleback College campus, the issue of expansive soils and its effects on foundation design warrant scrutiny to minimize the potential for structural damage. Since each potential building site on both campuses bears specific soils and geologic characteristics, it is not appropriate to make geotechnical or structural recommendations in a program EIR. Rather, expansive soil influence will be considered by project architects and structural engineers on an individual project basis. Designs will comply with building code requirements, which vary based on the nature of soils encountered, and will be subject to review by the DSA.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce impacts. Projects included in the FMPs would be required to comply with applicable building codes, including applicable design standards to prevent significant impacts resulting from construction on expansive soils. With implementation of these standard, mandatory measures, impacts related to expansive soils would be reduced to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to cultural and paleontological resources that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to geology and soils would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts related to geology and soils that would have a significant impact on the environment

UTILITIES AND SERVICE SYSTEMS

A. *Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.*

The Project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board (RWQCB). The Project would have no known effects on wastewater treatment requirements.

The Project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Increased water use and wastewater production at the campuses would require only a small fraction of the available, unused capacity of local water and wastewater facilities.

The Project would not require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

The Project would have sufficient water supplies available to serve the Project from existing entitlements and resources, and would not require new or expanded entitlements. Increased water use at the campuses would require only a small fraction of the available, unused capacity of the local water providers.

The Project would not result in a determination by the wastewater treatment provider which serves or may serve the Project that it has inadequate capacity to serve the Project's projected demand in addition to the provider's existing commitments. Increased wastewater production at the campuses would require only a small fraction of the available, unused capacity of local wastewater treatment providers.

The Project would be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs. Increased solid waste produced by the Project would require only a small fraction of the available capacity at local landfills.

The Project would be in compliance with federal, state, and local statutes and regulations related to solid waste. The Project would comply with solid waste recycling requirements.

B. *Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.*

The Project would not have any environmental effects related to utilities and service systems that are potentially significant but can be mitigated to less-than-significant levels.

C. *Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.*

The Project would not have any environmental effects related to utilities and service systems that cannot be mitigated to a less-than-significant level.

D. *Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.*

Cumulative impacts related to utilities and service systems would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on utilities and service systems that would have a significant impact on the environment.

AESTHETICS

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not have a substantial adverse effect on a scenic vista. The campuses are located in urbanized areas and would not substantially modify any scenic views.

The Project would not substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. The campuses are not located within the vicinity of any designated scenic highways.

The Project would not substantially degrade the existing visual character or quality of the site and its surroundings. The FMPs would add new structures to urbanized areas, and would therefore not result in any significant degradation of the existing visual character or quality of the Project sites.

The Project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The FMPs include measures that limit light pollution and glare impacts.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The Project would not have any environmental effects related to aesthetics that are potentially significant but can be mitigated to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

The Project would not have any environmental effects related to aesthetics that cannot be mitigated to a less-than-significant level.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to aesthetics would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on aesthetics that would have a significant impact on the environment.

AGRICULTURE AND FOREST RESOURCES

A. Environmental Effects of the Project Found to Have No Impact on the Environment, or Have a Less Than Significant Impact on the Environment.

The Project would not conflict with existing zoning for agricultural use, or a Williamson Act Contract. No portion of either campus is zoned for agricultural use, and no Williamson Act Contracts are in place.

The Project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use. The campuses are located in urbanized areas, with very little remaining Farmland in the vicinity. Local General Plans project the conversion of virtually all such Farmland to non-agricultural use in the coming decades.

The Project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)). There is no forest land, timberland, or timberland zoned Timberland Production within or in the vicinity of the campuses.

The Project would not result in the loss of forest land or conversion of forest land to non-forest use. There is no forest land within or in the vicinity of the campuses.

The Project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of forest land to non-forest use. There is no forest land within or in the vicinity of the campuses.

B. Environmental Effects of the Project that Are Potentially Significant, but that Can Be Mitigated to Less Than Significant Levels.

The Project would not have any environmental effects related to aesthetics that are potentially significant but can be mitigated to less-than-significant levels.

C. Effects of the Project that Cannot Be Mitigated to a Level Less Than Significant.

Significant Impact

The Project would convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.

Description of Significant Impact

Implementation of the FMPs would result in the conversion of approximately 11 acres of Prime Farmland on the IVC campus to land uses supporting the educational mission of the college.

Finding

The Project would result in a significant impact related to the loss of 11 acres of Prime Farmland. Although the site contains agricultural uses, this use has long been considered only an interim land use that would be replaced by educational facilities as demand for such facilities in the region increases. Past

FMPs have consistently called for ultimate build-out of the campus to include construction on this agricultural land. Further, the site's City of Irvine General Plan designation of Educational Facilities and zoning designation of 6.1 (Institutional) have been in place for decades, indicating the City has long planned for and encouraged the development of educational land uses on the IVC campus. The approved contract with the operator of the site provides for the termination of the agricultural use once campus expansion requires use of the site.

Possible mitigation for this impact would be the retention of agricultural land onsite, the purchase and preservation of agricultural land elsewhere in the City or region, or the placement of conservation easements on agricultural land elsewhere in the City or region. The preservation of agricultural land on the IVC campus is considered in the EIR as a Project alternative. However, due to the limited amount of agricultural land remaining in Orange County, and the presence of General Plan policies in Irvine and other cities which permit and encourage the development of urban land uses on agricultural lands, mitigation measures involving the preservation of agricultural land offsite are considered infeasible. Agricultural uses were maintained on the site for the sole purpose of interim economic benefits to the district until IVC campus expansion necessitated development on this site.

Brief Explanation of the Rationale for the Finding

CEQA requires that all feasible and reasonable mitigation be applied to the Project to reduce the impacts caused by the Project that results in a cumulative impact. As described above, there is no feasible and reasonable mitigation for the loss of agricultural land on the site, as General Plan policies throughout the region encourage the conversion of remaining agricultural lands to urbanized land uses.

D. Cumulative Environmental Effects of the Proposed Project that Would Have a Less Than Significant Impact on the Environment.

Cumulative impacts related to agriculture and forest resources would result in a less-than-significant impact on the environment.

E. Cumulative Environmental Effects of the Proposed Project that Would Have a Significant Impact on the Environment.

There would be no cumulative impacts on agriculture and forest resources that would have a significant impact on the environment.

SECTION III. FINDINGS REGARDING CONSIDERATIONS, WHICH MAKE CERTAIN ALTERNATIVES, ANALYZED IN THE FINAL ENVIRONMENTAL IMPACT REPORT INFEASIBLE.

The following findings and brief explanation of the rationale for the findings regarding Project alternatives identified in the EIR are set forth to comply with the requirements of Section 15091(s)(3) of the *CEQA Guidelines*.

The consideration of alternatives is an integral component of the CEQA process. The selection and evaluation of a reasonable range of alternatives provides the public and decision-makers with information on ways to avoid or lessen environmental impacts created by a proposed project. When selecting alternatives for evaluation, CEQA requires alternatives that meet most of the basic objectives of the project, while avoiding or substantially lessening the project's significant effects. Thus, objectives for the Proposed Project were considered by this board in evaluating the alternatives. These objectives are to:

- Provide for safe facilities and activate existing space
- Increase instructional capacity
- Modernize instructional space
- Promote a completed campus concept
- Increase institutional support services capacity
- Modernize institutional support services space

Four alternatives to the Project have been defined and analyzed. Section 15126.6 of the *CEQA Guidelines* provides that alternatives do not need to be evaluated to the same level of detail as the Proposed Project.

NO PROJECT, OPTION 1 – IMPLEMENTATION OF THE APPROVED 2006 FMPs

CEQA Guidelines §15126.6(e)(1) states “the purpose of describing and analyzing a no project alternative is to allow decision makers to compare the impacts of not approving the proposed project.” This no-project alternative involves rejection of the 2011 FMPs and development of the Saddleback College and IVC campuses according to the facilities plans and timelines specified in the approved 2006 FMP. Without approval of the 2011 FMPs, the 2006 FMPs would by default be the guiding documents for building and site improvements on both campuses. Those building projects and site improvements included in the 2006 FMPs, but not yet approved by the Board of Trustees, would be allowed to proceed. This would result in a nominal long-term planned development reduction of 26,000 gross square feet (GSF) on the Saddleback College campus and 52,000 GSF of planned development on the IVC campus. The planned development reductions are essentially the future facilities shortfalls that would result based on forecast enrollments.

Finding

The No Project, Option 1 alternative would marginally reduce impacts related to air quality, greenhouse gas emissions, traffic, and utility services by reducing the amount of new development on the campuses. Impacts related to traffic at Saddleback College would be reduced in severity but would remain significant and unavoidable. Overall, this alternative would result in reduced environmental impacts compared to the Proposed Project.

This alternative does not fully meet Project objectives, as the reduction of a total of 78,000 GSF of development would result in a shortfall in instructional and support space at the campuses, thereby providing inadequate instructional capacity and support spaces.

NO PROJECT, OPTION 2 – IMPLEMENTATION OF PROJECTS IN PROGRESS

CEQA Guidelines §15126.6(e)(1) states “the purpose of describing and analyzing a no project alternative is to allow decision makers to compare the impacts of not approving the proposed project.” This alternative involves no new development on the campuses beyond those projects which are presently in progress. “In progress” is defined to include all projects which are under construction and approved for construction. This alternative would result in a nominal long-term planned development reduction of 26,000 GSF on the Saddleback College campus and 70,000 GSF of planned development on the IVC

campus. The planned development reductions are essentially the future facilities shortfalls that would result based on forecast enrollments.

Finding

The No Project, Option 2 alternative would marginally reduce impacts related to air quality, greenhouse gas emissions, paleontological resources, traffic, and utility services by reducing the amount of new development on the campuses. Impacts related to traffic at Saddleback College would be reduced in severity but would remain significant and unavoidable. Overall, this alternative would result in reduced environmental impacts compared to the Proposed Project.

This alternative does not fully meet Project objectives, as the reduction of a total of 96,000 GSF of development would result in a shortfall in instructional and support space at the campuses, thereby providing inadequate instructional capacity and support spaces.

ALTERNATIVE 1: ALL PROPOSED DEVELOPMENT MOVED TO IRVINE VALLEY COLLEGE CAMPUS

This alternative would cap enrollment at the Saddleback College campus and shift all proposed development to the IVC campus. A total of 381,000 GSF would be developed on the IVC campus.

This alternative would result in an increase of 224,000 GSF of development on the IVC campus over that included in the Proposed Project. Planned development would decrease by 224,000 GSF on the Saddleback College campus.

Finding

Alternative 1 would reduce significant traffic impacts at Saddleback College by limiting enrollment at that campus and shifting all proposed development to the IVC campus. However, while it would alleviate some growth-related impacts at Saddleback College, this alternative would preclude farmland preservation and could create significant traffic impacts at IVC, thus failing to meet the basic criterion for alternatives, which is to reduce or avoid significant environmental impacts.

ALTERNATIVE 2: PRESERVATION OF AGRICULTURE ON IRVINE VALLEY COLLEGE CAMPUS

This alternative preserves approximately 11 acres of Prime Farmland on the IVC campus. The same amount of new development as included in the Proposed Project (157,000 GSF) would be placed on the IVC campus, but the development would be increased in intensity through the addition of multi-story structures to allow the preservation of on-campus agricultural land. FMP structures that would require relocation with the implementation of this alternative include the Fine Arts Complex and a parking structure.

Finding

Alternative 2 would reduce significant impacts associated with the loss of Prime Farmland. It would also marginally reduce impacts associated with cultural resources and hydrology and water quality. It would result in marginal increases in air pollutant and greenhouse gas emissions by allowing mechanized farming to continue on the IVC campus, and would also increase water use.

ENVIRONMENTALLY SUPERIOR ALTERNATIVE

The *CEQA Guidelines* require the identification of an environmentally superior alternative to the project (*CEQA Guidelines*, Section 15126.6[e][2]). An environmentally superior alternative is an alternative to the project that would reduce and/or eliminate the significant environmental impacts associated with the project without creating other significant impacts and without substantially reducing and/or eliminating the environmental benefits attributable to the project.

Selection of an environmentally superior alternative is based on an evaluation of the extent to which the alternatives reduce or eliminate the significant impacts associated with the project on a comparison of the remaining environmental impacts of each alternative. In conducting this comparative evaluation, it can be difficult to make a determination of relative significance because some categories are relatively more or less important and cannot be simply summed. In some cases, these categories do not create a picture of the nuances of the alternatives.

Finding

Alternative 2 (Preservation of Agriculture at Irvine Valley College) is determined to be the Environmentally Superior Alternative. This alternative would eliminate the significant and unavoidable impact resulting from the loss of Prime Farmland on the IVC campus, and would also marginally reduce impacts (which are already below a level of significance) related to cultural resources and hydrology and water quality. It is noted that this alternative would marginally increase impacts related to air quality, greenhouse gas emissions, and water use at the IVC campus.

Alternative 2 is not consistent with the district's mission, which is to offer academic and vocational education to students at the lower college division level. In addition, preservation of agriculture on the IVC campus fails to recognize that past FMPs for IVC, including the most recent 2006 FMP, have consistently planned for development on IVC's agricultural fields. Such fields have been recognized as solely an interim land use since the establishment of the college over 30 years ago. In addition, agriculture as a long-term or permanent land use is inconsistent with the purpose of the Irvine General Plan's Educational Facilities land use designation and the 6.1 (Institutional) zoning district. The Educational Facilities land use designation is intended to serve "public and private schools and support facilities from kindergarten through college/university levels," and the Institutional zoning district is designed to apply "to land for public and quasi-public facilities such as churches, schools or utilities."

Attachment B

STATEMENT OF OVERRIDING CONSIDERATIONS

State CEQA Guidelines Section 15093

for

South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

Final Environmental Impact Report (SCH No. 2011071005)

Lead Agency: South Orange County Community College District

The California Environmental Quality Act (CEQA) requires a public agency to balance the economic, legal, social, technological, or other benefits of a proposed project against its significant unavoidable adverse impacts in determining to approve the project. The implementation of the South Orange County Community College District (SOCCCD or district) Facilities Master Plans (FMPs) for Saddleback College and Irvine Valley College (Proposed Project) would result in environmental effects that, although mitigated to the extent feasible by the implementation of mitigation measures required for the project, would remain significant and unavoidable adverse impacts, as discussed in the final environmental impact report (EIR) and CEQA findings of fact. These impacts are summarized below and constitute those impacts for which this statement of overriding considerations is made.

1. Section 3.2 – Traffic and Circulation. The Proposed Project would contribute to cumulative traffic impacts at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway. Implementation of the FMPs would, at buildout, contribute to a projected deficiency at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway in the city of Mission Viejo, in the vicinity of Saddleback College. Mitigation is proposed which requires the district to fund on a fair-share basis necessary improvements at this intersection which would improve the level of service to an acceptable level. However, because there are presently no short- or long-term plans for improvements to these intersections which would improve the Level of Service to an acceptable level, impacts to traffic would be considered significant and unavoidable.
2. Section 3.13 – Agriculture and Forest Resources. The Proposed Project would result in significant and unavoidable impacts to agriculture. The Proposed Project would result in a significant and unavoidable impact on agriculture resources resulting from the conversion of approximately 11 acres of Prime Farmland on the Irvine Valley College campus. Possible mitigation for this impact would be the retention of agricultural land onsite, the purchase and preservation of agricultural land elsewhere in the city of Irvine

or region, or the placement of conservation easements on agricultural land elsewhere in the city or region. The preservation of agricultural land on the Irvine Valley College campus is considered as a project alternative in the EIR. However, due to the limited amount of agricultural land remaining in Orange County, and the presence of General Plan policies in Irvine and other cities which permit and encourage the development of urban land uses on agricultural lands, mitigation measures involving the preservation of agricultural land offsite are considered infeasible. Agricultural uses were maintained on the site for the sole purpose of interim economic benefits to the district until IVC campus expansion necessitated development on this site. The conversion of Prime Farmland on the Irvine Valley College campus cannot be mitigated to a degree that impacts are no longer significant.

Findings

This Board of Trustees finds and determines in approving the 2011 Facilities Master Plans for Saddleback College and Irvine Valley College that it has considered the identified means of lessening or avoiding the Proposed Project's significant effects and that to the extent any significant direct or indirect environmental effects, including cumulative project impacts, remain unavoidable or not reduced to below a level of significance after mitigation, such impacts are at an unacceptable level in light of the social, legal, economic, environmental, technological, and other project benefits discussed below, and such benefits override, outweigh, and make "acceptable" any such remaining environmental impacts of the project (*CEQA Guidelines* Section 15092(b)).

The following benefits and considerations outweigh the identified significant and unavoidable adverse environmental impacts. All of these benefits and considerations are based on the facts set forth in the findings, the Final EIR, and the record of proceedings for the Proposed Project. Each of these benefits and considerations is a separate and independent basis that justifies approval of the project, so that if a court were to set aside the determination that any particular benefit or consideration would occur and justifies project approval, this Board of Trustees would otherwise stand by its determination that the remaining benefit(s) or considerations are sufficient to justify and substantiate project approval.

Facts

Each benefit set forth below constitutes an overriding consideration warranting approval of the project, independent of the other benefits, and the Board of Trustees determines that the adverse environmental impacts of the Proposed Project are "acceptable" if any of these benefits would be realized:

1. The Proposed Project increases instructional capacity at the campuses to meet projected growth in weekly student contact hours and enrollment over the implementation period of the FMPs.
2. The Proposed Project would result in the replacement or renovation of various buildings that do not meet contemporary building and safety code standards.
3. The Proposed Project allows for buildings to receive functional and systems upgrades to meet contemporary instructional standards.

4. The Proposed Project allows for upgrades to existing instructional spaces in older facilities to allow for state-of-the-art teaching methods, including enhanced technology needs.
5. The Proposed Project establishes design principles and guidelines for creating modern, safe, and environmentally-responsible campuses. Campus sustainability will be achieved, in part, by incorporating the principles of the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) technical guidelines in site selection, water conservation and management, energy efficiency, conservation of materials and resources, and indoor environmental quality.
6. The Proposed Project allows academic programs currently located in multiple buildings to be grouped in closer proximity to each other, thereby increasing academic synergy and instructional efficiency. This is consistent with the goal of creating "Centers for Learning" that promote a student-centered environment, have a significant impact upon quality of instructional compatibility, provide opportunities for gathering and, facilitate pedestrian navigation throughout the campuses.
7. The Proposed Project allows for physical improvements which enhance academic and student support programs that are presently marginal and impact daily functions for students, faculty, and classified staff.
8. The Proposed Project allows for the elimination of the use of portable buildings for permanent instructional or support use at the Saddleback College campus.
9. The Proposed Project allows for improvements which enhance accessibility to student services spaces.
10. The Proposed Project supports the goal of creating a "complete-campus concept," in accordance with the California Community Colleges Board of Governor's policies regarding priority capital improvement projects.

Attachment C – Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|---|--|---|-------------------------------|------|----------|
| 3.2 Traffic and Circulation | | | | | |
| #1 | <p>MM TRA-1: The South Orange County Community College District shall coordinate with the City of Mission Viejo, the Orange County Transportation Authority, and the California Department of Transportation in the identification, planning and fair-share funding of intersection improvements at Marguerite Parkway and Avery Parkway. The District shall participate in a fair-share funding program that would ensure improvement of the Marguerite/Avery intersection to a minimum Level of Service D by the year 2030. If feasible improvements are identified for the intersection of Marguerite Parkway with Crown Valley Parkway, the District shall likewise participate in a fair-share funding program that would ensure improvement of the Marguerite/Crown Valley intersection to a minimum Level of Service E by the year 2030.</p> | <p>Prior to approval of projects in the final phase of the FMPs (2026 – 2030)</p> | <p>SOCCCD</p> | | |
| <p>Steps to Compliance:</p> <p>A. The District will coordinate with the identified organizations as required during the planning and construction phases of campus improvements during the final phase of the FMPs that impact the Level of Service at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway.</p> <p>B. Activities requiring coordination between the organizations include an analysis of the scope of required local roadway improvements, construction-period operational changes, and an assessment of fair-share charges to be applied to the District for applicable roadway improvements.</p> <p>C. Upon agreement on the scope of necessary road improvements and the associated fair-share charges related to future building projects, District staff will present the request for payment to the District Board of Trustees for discussion and consideration.</p> | | | | | |
| Air Quality | | | | | |
| #2 | <p>MM AQ-1: The following measures shall be incorporated into project plans and specifications as implementation of Rule 403:</p> <ul style="list-style-type: none"> • All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. • The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of | <p>During grading and construction</p> | <p>SOCCCD</p> | | |
| <p>A. The District will require contractors involved with such activities to comply with the stated standards, and all other applicable aspects of SCAQMD Rule 403.</p> <p>B. District staff will periodically verify compliance with requirements in the field during grading and construction.</p> | | | | | |

Attachment C - Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--------|---|---|-------------------------------|------|----------|
| | <p>disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.</p> <ul style="list-style-type: none"> The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM₁₀ and PM_{2.5} fugitive dust haul road emissions by approximately 44%. | | | | |
| #3 | <p>MM AQ-2: The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the of the California Code of Regulations, imposes a requirement that heavy duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure is intended to apply to construction traffic. Prior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling.</p> | <p>During grading and construction</p> | <p>SOCCCD</p> | | |
| | | <p>A. Grading plans will include notes regarding the placement of signs stating vehicle idling restrictions.</p> <p>B. Prior to start of grading, appropriate signage will be placed at the construction site stating that engines must be shut off after five minutes of idling.</p> <p>C. The District will inform all contractors accessing the site of the stated idling restrictions, and periodically verify compliance in field.</p> | | | |
| #4 | <p>MM AQ-3: Grading plans, construction specifications and bid documents shall include notation that all Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better. The South Orange County Community College District shall review grading plans, construction specifications, and bid documents for conformance with this mitigation measure prior to approval of grading plans and issuance of grading permits.</p> | <p>During grading and construction</p> | <p>SOCCCD</p> | | |
| | | <p>A. Grading plans, construction specifications, and bid documents will include notes stating the requirement that rubber-tired dozers and scrapers be CARB Tier 2 Certified or better.</p> <p>B. District staff will verify compliance with requirements in the field during grading and construction.</p> | | | |
| #5 | <p>MM AQ-4: In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction</p> | <p>Prior to and during grading and construction</p> | <p>SOCCCD</p> | | |

Attachment C - Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--------|--|--|--|------|----------|
| | equipment staging areas shall be located at least 300 feet away from sensitive receptors. | | A. Prior to start of grading, District staff will coordinate with contractors to determine appropriate locations for construction equipment staging. Staging locations will be located at least 300 feet from sensitive receptors beyond campus boundaries, including residential land uses, schools, childcare centers, and athletic facilities. B. District staff will retain a description of the identified staging locations in written and/or graphical format. C. District staff will verify compliance with requirements in the field during grading and construction. | | |
| 3.5 | Noise | | | | |
| #6 | MM NOI-1: All equipment shall be equipped with properly operating and maintained mufflers. | Prior to and during grading and construction | SOCCCD | | |
| #7 | MM NOI-2: Equipment and materials shall be staged in areas that will create the greatest distance between construction-related noise sources and the noise-sensitive receptors nearest the constructions sites. | Prior to and during grading and construction | SOCCCD | | |

Attachment C - Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--|--|---|-------------------------------|------|----------|
| | | | | | |
| #8 | <p>MM NOI-3: Haul trucks and other construction-related trucks traveling to and from any individual project site shall be restricted to the same hours specified for the operation of construction equipment. To the extent feasible, haul routes shall not pass directly by sensitive land uses.</p> | <p>Prior to and during grading and construction</p> | <p>SOCCCD</p> | | |
| <p>3.7 Hazards and Hazardous Materials</p> | | | | | |
| #9 | <p>MM HAZ-1: Prior to structural demolition, whether full or partial, the SOCCCD shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers," dated June 9, 2006.</p> | <p>Prior to full or partial structural demolition</p> | <p>SOCCCD</p> | | |
| <p>Steps to Compliance:</p> <p>A. Prior to full or partial demolition of any structure, the District will evaluate the presence of lead-based paint and organochlorine pesticides.</p> <p>B. The District's analysis will comply with California Department of Toxic Substances Control recommendations for investigation and mitigation as provided in the "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated</p> | | | | | |

Attachment C – Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|---|--|---|-------------------------------|------|----------|
| | | Biphenyls from Electrical Transformers” (June 9, 2006). | | | |
| #10 | MM HAZ-2: Prior to development on, or use of soils from, areas of the campuses historically used for agricultural purposes, the SOCCCD shall evaluate the potential presence of toxic substances resulting from application of pesticides and/or fertilizers. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in the “Interim Guidance for Sampling Agricultural Soils (Second Revision),” dated August 2002. This Guidance shall be followed for sampling agricultural properties where development is anticipated. | Prior to grading | SOCCCD | | |
| <p>Steps to Compliance:</p> <p>A. Prior to development on, or the use of soils from, areas of the campuses historically used for agriculture, the District will evaluate the potential presence of pesticides and/or fertilizers.</p> <p>B. The District’s analysis will comply with California Department of Toxic Substances Control recommendations for investigation and mitigation as provided in the “Interim Guidance for Sampling Agricultural Soils (Second Revision)” (August 2002).</p> | | | | | |
| #11 | MM HAZ-3: Prior to structural demolition, whether full or partial, of any structure constructed before 1979, the SOCCCD shall evaluate the potential presence of asbestos-containing materials (ACMs). If ACMs are determined to be present, such materials shall be abated in compliance with SCAQMD Rule 1403 and other applicable State and federal rules and regulations. | Prior to full or partial structural demolition | SOCCCD | | |
| <p>Steps to Compliance:</p> <p>A. Prior to full or partial demolition of any structure, the District will evaluate the potential for presence of asbestos-containing materials (ACMs).</p> <p>B. If ACMs are determined to be present, the District will provide for abatement of the materials by properly licensed professionals in compliance with South Coast Air Quality Management District Rule 1403 and other State and federal rules deemed to be applicable.</p> | | | | | |
| 3.8 Biological Resources | | | | | |
| #12 | MM BIO-1: Prior to land-clearing activities from February 1 through August 31, a qualified biologist shall first evaluate the type and extent of vegetation removal. As determined necessary, the biologist shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist shall specify the appropriate mitigation measure(s) for these impacts. | Prior to initiation of land-clearing activities | SOCCCD | | |
| <p>Steps to Compliance:</p> <p>A. Prior to land-clearing activities, which would occur from February 1 through August 31, the District will retain a qualified biologist to evaluate</p> | | | | | |

Attachment C – Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--------|---|---|-------------------------------|------|----------|
| | Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction. | the type and extent of vegetation removal. B. If determined necessary by the biologist, a nesting bird survey will be conducted. C. Where impacts to nesting birds are identified, the District will comply with appropriate mitigation measures established by the biologist. | | | |
| 319 | Cultural and Paleontological Resources | | | | |
| #13 | MM PR-1: Prior to any excavation or grading, the district shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials. The district shall determine the extent of sub-surface disturbances by using information including, but not limited to, as-built construction plans, underground utility surveys, and/or historic or recent geotechnical information, including boring and trenching logs. | Prior to excavation or grading | SOCCCD | | |
| | | Steps to Compliance: A. Prior to any excavation or grading, the District will evaluate as-built construction plans, underground utility surveys, geotechnical data (including boring and trenching logs), and other applicable sources of subsurface information to determine the limits of existing subsurface disturbances. B. The evaluation of known subsurface disturbances will be maintained by the District and provided to grading contractors and, if applicable, the project's paleontological monitor. | | | |
| #14 | MM PR-2: Should resources be uncovered as a result of campus grading and/or excavation shallower than five feet, a qualified paleontologist | During excavation or grading | SOCCCD | | |

Attachment C - Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

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| | <p>shall be retained and notified, and work in the area of the find shall cease until a paleontological monitor under the supervision of the qualified paleontologist arrives. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.</p> | | <p>Steps to Compliance: <i>Note: This mitigation measure applies to grading and/or excavations shallower than five feet; for deeper excavations, see MM PR-3.</i></p> <p>A. The District will require grading contractors to halt work in the affected area and alert District staff if paleontological resources are uncovered.</p> <p>B. If paleontological resources are uncovered, the District will retain a qualified paleontologist. A paleontological monitor under the supervision of the paleontologist will be present on the site until the conclusion of earth-moving activities at the location potentially containing paleontological resources.</p> <p>C. The paleontological monitor will be empowered by the District to halt or divert activities adversely impacting potentially significant paleontological resources.</p> <p>D. Potentially significant paleontological resources will be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.</p> | | |
| #15 | <p>MM PR-3: Based on information obtained from compliance with Mitigation Measure PR-1, and should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological features of the campuses. Data from the geotechnical surveys will help define the vertical and horizontal distribution of paleontologically sensitive subsurface units to assist in the accurate development of any monitoring requirements. Should that data indicate paleontological sensitivity, the following shall occur:</p> <ul style="list-style-type: none"> A qualified paleontologist shall be retained to attend a pre-construction meeting with construction personnel. The paleontologist shall inform construction personnel that fossils may | <p>Prior to and during excavation or grading</p> | <p>SOCCCD</p> | | |
| | | | <p>Steps to Compliance: <i>Note: This mitigation measure applies to grading and/or excavations of five feet or deeper; for shallower excavations, see MM PR-2.</i></p> <p>A. Prior to initiation of excavation or grading activities, the District will retain a qualified paleontologist.</p> <p>B. The paleontologist will conduct a paleontological assessment using available data to define the subsurface geological features of the areas subject to excavation and/or grading. Should the paleontological assessment indicate paleontological sensitivity, the measures in Steps C. and D., below, will be implemented.</p> | | |

Attachment C - Mitigation Monitoring and Reporting Program for the South Orange County Community College District 2011 Educational and Facilities Master Plans, Volume 1-5

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
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| | <p>be encountered, and provide information on the appearance of fossils, the role of paleontological monitors, and on proper notification procedures; and</p> <ul style="list-style-type: none"> A paleontological monitor under the supervision of a qualified paleontologist shall monitor all earth-moving activities with potential to disturb previously undisturbed paleontologically sensitive sediment. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County. | <p>C. A qualified paleontologist will attend a pre-construction meeting with construction personnel to inform the personnel of fossils that may be encountered and on the role of paleontological monitors and proper notification procedures.</p> <p>D. A paleontological monitor under the supervision of the paleontologist will be present on the site until the conclusion of earth-moving activities at locations with the potential to disturb previously undisturbed paleontologically sensitive sediment.</p> <p>E. The paleontological monitor will be empowered by the District to halt or divert activities adversely impacting potentially significant paleontological resources.</p> <p>F. Potentially significant paleontological resources will be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.</p> | | | |

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Adopt Resolution No. 12-26 to Approve 2011-2031 Educational and Facilities Master Plan

ACTION: Approval

BACKGROUND

Since 1972, the California Code of Regulations, Title 5, has required that community college districts maintain Education Master Plans for each college in a district and for the district as a whole. Experts in community college facility planning agree that facility needs are best addressed when there is a direct correlation between education and facilities master planning.

On May 23, 2011, and after a year-long effort involving several key groups representing students, faculty, classified staff, administration and the community, Presidents Dr. Roquemoire and Dr. Burnett and District Director of Facilities Planning and Purchasing Brandye D'Lena presented summary information on the process and the Education and Facilities Master Plan (EFMP). The August, 2011 draft EFMP was distributed as part of the District Planning Manual and became available on the district website.

The draft 2011-2013 EFMP was referenced for the 2011 Five Year Plan and the 2012 Five Year Plan. Final approval for the EFMP requires Board approval for the certification of the Program Environmental Impact Report pursuant to the California Environmental Quality Act.

STATUS

While awaiting CEQA approval, minor edits containing no material change to the report were finalized in December, 2011 and this report has been available on the district website since April, 2012. http://www.socccd.edu/about/about_planning.html Final approval for the certification of the Program Environmental Impact Report pursuant to the California Environmental Quality Act is included in this month's Board agenda.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 12-26, EXHIBIT A, to approve the 2011-2031 Educational and Facilities Master Plan dated December, 2011.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

RESOLUTION NO. 12-26

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MAKING FINDINGS NECESSARY TO APPROVE THE SOUTH ORANGE
COUNTY COMMUNITY COLLEGE DISTRICT LONG RANGE PLAN,
SADDLEBACK COLLEGE AND IRVINE VALLEY COLLEGE 2011
EDUCATIONAL AND FACILITIES MASTER PLANS, ADOPTING A
STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING A
MITIGATION MONITORING AND REPORTING PROGRAM, AND
APPROVING THE SADDLEBACK COLLEGE AND IRVINE VALLEY
COLLEGE 2011 EDUCATIONAL AND FACILITIES MASTER PLANS**

WHEREAS, the South Orange County Community College District (the District or SOCCCD) was founded in 1967 and is one of 72 community college districts in California; and,

WHEREAS, SOCCCD is a multi-campus district comprised of Saddleback College in Mission Viejo, Irvine Valley College (IVC) in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin; and,

WHEREAS, the 2006 Facilities Master Plan (2006 FMP) is the approved facilities planning document that describes the instructional and support facilities needed to accommodate projected student enrollment through the year 2020 at the District's three campuses; and,

WHEREAS, District-wide, numerous projects identified in the 2006 FMP's 2006-2011 timeframe have been completed or are in process; and,

WHEREAS, in February 2010, the District began preparing the 2011 Education Master Plans (2011 EMP) and Facilities Master Plans (2011 FMPs) to update the previous space needs and growth plan assessments identified in the 2006 Educational Resource Plans and 2006 FMP; and,

WHEREAS, the participatory process used in the planning of the 2011 EMPs and 2011 FMPs reflects the shared vision of hundreds of students, faculty, staff, administrators, trustees and members of the community; and,

WHEREAS, the preparation of the 2011 FMPs included survey and focus groups and assessments and documentation of existing campus buildings, facilities, and site conditions; and,

WHEREAS, since the growth of the District is driven by the projected growth for each campus, the 2011 EMPs are the foundational documents for the FMPs; and,

WHEREAS, the EMPs provide qualitative and quantitative assessments of enrollment changes for the prior five years, as well as 20-year forecasts of future enrollments; and,

WHEREAS, the EMPs use demographic and economic indicators to determine the amount of space that will be required to accommodate the academic program of instruction and support services, which in turn guides the FMP development process; and,

WHEREAS, the 2011 FMPs thus describe the needed buildings, infrastructure, vehicular and pedestrian circulation improvements, and proposed sequencing schedules required for construction and operation of instructional and support facilities through the year 2031; and,

WHEREAS, the 2011 FMPs will replace the 2006 FMP; and,

WHEREAS, Saddleback College was founded in 1968 and currently serves a full-time student population of 26,000, with a combined full time and part-time faculty of 978 and classified staff of 270; and,

WHEREAS, Saddleback College currently has 30 permanent structures for academic, administrative and facilities functions and 37 portable buildings which total 699,056 gross square footage (GSF); and,

WHEREAS, the 2006 FMP estimated Saddleback College would grow to approximately 812,500 GSF through the 2020 planning horizon, which is an increase of approximately 200,000 GSF over the existing 614,510 GSF; and,

WHEREAS, the 2011 FMP has planned for 838,510 GSF of permanent facilities at Saddleback College, which is a 224,000-GSF increase over the existing 614,510 GSF; and,

WHEREAS, Irvine Valley College was founded in 1979 and currently serves a student population of 15,000, with a combined full time and part-time faculty of 400 and classified staff of 178; and,

WHEREAS, Irvine Valley College has about 400,000 GSF among 22 permanent structures, and another 15,000 GSF of existing portables, for academic, administrative and facilities functions; and,

WHEREAS, the 2006 FMP estimated Irvine Valley College would grow to approximately 486,400 GSF through the 2020 planning horizon, which is an increase of 86,400 GSF over the existing 400,000 GSF; and,

WHEREAS, the 2011 FMP has planned for 556,440 GSF of permanent facilities and another 15,000 GSF of existing portables will remain in use as needed through 2031 at Irvine Valley College, which is almost a 157,000 GSF increase over the existing 400,000 GSF; and,

WHEREAS, on November 12, 2008, based upon its independent review and consideration of the facts and requirements of California Environmental Quality Act (CEQA), the District's Board of Trustees adopted Resolution No. 08-35, which determined with certainty, on the basis of substantial evidence in the light of the whole record, that the ATEP Long-Range Academic and Facilities Plan, as amended by the October and November 2008 Erratas (LRP), and the ATEP Long Range Academic Plan, as amended by the October 2008 Errata (LRAP) (collectively, the LRP Project), were examined in light of the Final Joint Program Environmental Impact Statement/Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of the MCAS Tustin and the MCAS Tustin Specific Plan/Reuse Plan dated October 1996 and as amended by the Errata dated September 1998, the supplement to the FEIS/EIR dated December 6, 2004, the addendum to the FEIS/EIR dated April 3, 2006 and determined

that the LRP Project were included in the Specific Plan/Reuse Plan and already analyzed in the previously certified FEIS/EIR; and,

WHEREAS, the District certified an Addendum for the LRP Project as amended by the errata dated November 2008 to the FEIS/EIR by Resolution No. 08-35 (LRP Addendum). Pursuant to CEQA, Public Resources Code section 21167.2, the LRP Addendum is conclusively presumed to be complete and comply with CEQA; and,

WHEREAS, on November 12, 2008, the District adopted the LRP Project by Resolution No. 08-35; and,

WHEREAS, on March 24, 2009, the District certified an Addendum dated March 2009 to the FEIS/EIR by Resolution No. 09-05 (Concept Plan Addendum) for a Concept Plan for the ATEP campus. Pursuant to CEQA, Public Resources Code section 21167.2, the FEIS/EIR is conclusively presumed to be complete and comply with CEQA; and,

WHEREAS, on March 24, 2009, the District adopted by Resolution No. 09-06 a Concept Plan for a portion of the Property in accordance with Section 4.2.1 of the Specific Plan; and,

WHEREAS, on July 26, 2010, the City of Tustin Zoning Administrator approved the Concept Plan No. 09-001 by Zoning Administrator Action No. 10-002; and,

WHEREAS, the LRP Project and Concept Plan are the facilities planning documents for the ATEP campus; and,

WHEREAS, the District initiated preparation of a Program EIR for the 2011 FMPs in 2011, and,

WHEREAS, an EIR was prepared which analyzes the environmental effects of the implementation of the Saddleback College and Irvine Valley College 2011 Facilities Master Plans; and

WHEREAS, the Board of Trustees of the South Orange County Community College District, as the Lead Agency pursuant to State CEQA Guidelines Section 15051(a), reviewed the Final EIR in full compliance with the CEQA and the State CEQA Guidelines; and

WHEREAS, on June 25, 2012, the Board of Trustees certified that the Final EIR was prepared in full compliance with CEQA and the State CEQA Guidelines.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Consistent with Section 15128 of the State CEQA Guidelines, the Initial Study/Notice of Preparation incorporated herein by reference determined that the

following environmental impacts were not considered potentially significant, and were therefore not addressed in the Final EIR: mineral resources, population and housing, public services, and recreation.

SECTION 2. Consistent with Sections 15091 and 15092 of the State CEQA Guidelines, the Board of Trustees finds that most impacts resulting from the Project can be reduced to a level that is less than significant. Specific impacts and the mitigation measures incorporated in the Final EIR to reduce the significance of the impacts are summarized in Attachment A to SOCCCD Board of Trustees Resolution 12-24 certifying the Final EIR, "Findings of Fact Related to Significant Environmental Impacts."

Significant adverse environmental effects in the areas of cumulative traffic and circulation and agriculture and forest resources cannot feasibly be avoided or mitigated below a level of significance. Nevertheless, in accordance with Section 15093 of the State CEQA Guidelines, these impacts are found to be acceptable due to overriding considerations as discussed in Attachment B to SOCCCD Board of Trustees Resolution 12-24 certifying the Final EIR, "Statement of Overriding Considerations."

SECTION 3. Consistent with Section 15091 of the State CEQA Guidelines, the Board of Trustees adopts the Mitigation Monitoring and Reporting Program, attached as Attachment A, to mitigate or avoid significant impacts of the Proposed Project, as detailed in Section 2 of this Resolution, and to ensure compliance during Project implementation.

SECTION 4. Consistent with Section 15091 of the State CEQA Guidelines, the documents which constitute the record of proceedings for approving this Project are located at the Facilities Planning Department, Saddleback College Health Sciences/District Offices Building, 28000 Marguerite Pkwy, Mission Viejo, California 92395.

SECTION 5. The South Orange County Community College District Long Range Plan, Saddleback College 2011 Educational and Facilities Master Plans and the Irvine Valley College 2011 Educational and Facilities Master Plans are hereby approved. Based upon the record of the proceeding, the Board of Trustees finds that the 2011 Educational and Facilities Master Plans advance the mission of the District "to provide a dynamic learning environment and diverse opportunities fostering student success and contributing to the community." The 2011 Educational and Facilities Master Plans are consistent with the District's core values and guiding principles of "[investing] in our student's success, employees, physical plant, and community, with wise use of our resources," and will also further the District's adopted goals relating to maintaining technological leadership and increasing the effective use of resources.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the South Orange County Community College District on the 25th day of June, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

**President of the Board of Trustees of the
South Orange County Community College District**

Attested to:

**Clerk of the Board of Trustees of the
South Orange County Community College District**

Attachment:

Attachment A: Mitigation Monitoring and Reporting Program

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|---|--|---|-------------------------------|------|----------|
| #1 | <p>MM TRA-1: The South Orange County Community College District shall coordinate with the City of Mission Viejo, the Orange County Transportation Authority, and the California Department of Transportation in the identification, planning and fair-share funding of intersection improvements at Marguerite Parkway and Avery Parkway. The District shall participate in a fair-share funding program that would ensure improvement of the Marguerite/Avery intersection to a minimum Level of Service D by the year 2030. If feasible improvements are identified for the intersection of Marguerite Parkway with Crown Valley Parkway, the District shall likewise participate in a fair-share funding program that would ensure improvement of the Marguerite/Crown Valley intersection to a minimum Level of Service E by the year 2030.</p> | <p>Prior to approval of projects in the final phase of the FMPs (2026 - 2030)</p> | <p>SOCCCD</p> | | |
| <p>Steps to Compliance:</p> <p>A. The District will coordinate with the identified organizations as required during the planning and construction phases of campus improvements during the final phase of the FMPs that impact the Level of Service at the intersections of Marguerite Parkway with Avery Parkway and Crown Valley Parkway.</p> <p>B. Activities requiring coordination between the organizations include an analysis of the scope of required local roadway improvements, construction-period operational changes, and an assessment of fair-share charges to be applied to the District for applicable roadway improvements.</p> <p>C. Upon agreement on the scope of necessary road improvements and the associated fair-share charges related to future building projects, District staff will present the request for payment to the District Board of Trustees for discussion and consideration.</p> | | | | | |
| #2 | <p>MM AQ-1: The following measures shall be incorporated into project plans and specifications as implementation of Rule 403:</p> <ul style="list-style-type: none"> • All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions. • The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times | <p>During grading and construction</p> | <p>SOCCCD</p> | | |
| <p>A. The District will require contractors involved with such activities to comply with the stated standards, and all other applicable aspects of SCAQMD Rule 403.</p> <p>B. District staff will periodically verify compliance with requirements in the field during grading and construction.</p> | | | | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
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| | <p>daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.</p> <ul style="list-style-type: none"> The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM₁₀ and PM_{2.5} fugitive dust haul road emissions by approximately 44%. | | | | |
| #3 | <p>MM AQ-2: The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the of the California Code of Regulations, imposes a requirement that heavy duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure is intended to apply to construction traffic. Prior to issuance of a grading permit, the grading plans shall reference that a sign shall be posted on-site stating that construction workers need to shut off engines after five minutes of idling.</p> | During grading and construction | SOCCCD | | |
| | | <p>A. Grading plans will include notes regarding the placement of signs stating vehicle idling restrictions.</p> <p>B. Prior to start of grading, appropriate signage will be placed at the construction site stating that engines must be shut off after five minutes of idling.</p> <p>C. The District will inform all contractors accessing the site of the stated idling restrictions, and periodically verify compliance in field.</p> | | | |
| #4 | <p>MM AQ-3: Grading plans, construction specifications and bid documents shall include notation that all Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better. The South Orange County Community College District shall review grading plans, construction specifications, and bid documents for conformance with this mitigation measure prior to approval of grading plans and issuance of grading permits.</p> | During grading and construction | SOCCCD | | |
| | | <p>A. Grading plans, construction specifications, and bid documents will include notes stating the requirement that rubber-tired dozers and scrapers be CARB Tier 2 Certified or better.</p> <p>B. District staff will verify compliance with requirements in the field during grading and construction.</p> | | | |
| #5 | <p>MM AQ-4: In order to reduce localized Project impacts to sensitive receptors in the Project vicinity during construction, construction</p> | Prior to and during grading and construction | SOCCCD | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
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| | equipment staging areas shall be located at least 300 feet away from sensitive receptors. | | <p>A. Prior to start of grading, District staff will coordinate with contractors to determine appropriate locations for construction equipment staging. Staging locations will be located at least 300 feet from sensitive receptors beyond campus boundaries, including residential land uses, schools, childcare centers, and athletic facilities.</p> <p>B. District staff will retain a description of the identified staging locations in written and/or graphical format.</p> <p>C. District staff will verify compliance with requirements in the field during grading and construction.</p> | | |
| | | | | | |
| #6 | MM NOI-1: All equipment shall be equipped with properly operating and maintained mufflers. | Prior to and during grading and construction | SOCCCD | | |
| #7 | MM NOI-2: Equipment and materials shall be staged in areas that will create the greatest distance between construction-related noise sources and the noise-sensitive receptors nearest the constructions sites. | Prior to and during grading and construction | SOCCCD | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
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| | | | | | |
| #8 | <p>MM NOI-3: Haul trucks and other construction-related trucks traveling to and from any individual project site shall be restricted to the same hours specified for the operation of construction equipment. To the extent feasible, haul routes shall not pass directly by sensitive land uses.</p> | <p>Prior to and during grading and construction</p> | <p>SOCCCD</p> | | |
| | | <p>written and/or graphical format. C. District staff will verify compliance with requirements in the field during grading and construction.</p> | | | |
| | | <p>B. Prior to start of grading, District staff will coordinate with contractors to establish acceptable hours and days for truck movements in the vicinity of sensitive receptors. A. Prior to start of grading, District staff will coordinate with contractors to determine appropriate on- and off-campus haul routes for each grading and/or construction project. Where feasible, haul trucks will be instructed to use haul routes located away from sensitive land uses. B. District staff will retain a description of the identified haul routes in written and/or graphical format. C. District staff will verify compliance with approved haul routes and hours of truck operation in the field during grading and construction.</p> | | | |
| #9 | <p>MM HAZ-1: Prior to structural demolition, whether full or partial, the SOCCCD shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers," dated June 9, 2006.</p> | <p>Prior to full or partial structural demolition</p> | <p>SOCCCD</p> | | |
| | | <p>Steps to Compliance: A. Prior to full or partial demolition of any structure, the District will evaluate the presence of lead-based paint and organochlorine pesticides. B. The District's analysis will comply with California Department of Toxic Substances Control recommendations for investigation and mitigation as provided in the "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated</p> | | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
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| #10 | MM HAZ-2: Prior to development on, or use of soils from, areas of the campuses historically used for agricultural purposes, the SOCCCD shall evaluate the potential presence of toxic substances resulting from application of pesticides and/or fertilizers. In so doing, the SOCCCD will comply with DTSC recommendations for investigation and mitigation as provided in the "Interim Guidance for Sampling Agricultural Soils (Second Revision)," dated August 2002. This Guidance shall be followed for sampling agricultural properties where development is anticipated. | Prior to grading | SOCCCD | | |
| | | Biphenyls from Electrical Transformers" (June 9, 2006). | | | |
| | | Steps to Compliance: A. Prior to development on, or the use of soils from, areas of the campuses historically used for agriculture, the District will evaluate the potential presence of pesticides and/or fertilizers. B. The District's analysis will comply with California Department of Toxic Substances Control recommendations for investigation and mitigation as provided in the "Interim Guidance for Sampling Agricultural Soils (Second Revision)" (August 2002). | | | |
| #11 | MM HAZ-3: Prior to structural demolition, whether full or partial, of any structure constructed before 1979, the SOCCCD shall evaluate the potential presence of asbestos-containing materials (ACMs). If ACMs are determined to be present, such materials shall be abated in compliance with SCAQMD Rule 1403 and other applicable State and federal rules and regulations. | Prior to full or partial structural demolition | SOCCCD | | |
| | | Steps to Compliance: A. Prior to full or partial demolition of any structure, the District will evaluate the potential for presence of asbestos-containing materials (ACMs). B. If ACMs are determined to be present, the District will provide for abatement of the materials by properly licensed professionals in compliance with South Coast Air Quality Management District Rule 1403 and other State and federal rules deemed to be applicable. | | | |
| #12 | MM BIO-1: Prior to land-clearing activities from February 1 through August 31, a qualified biologist shall first evaluate the type and extent of vegetation removal. As determined necessary, the biologist shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist | Prior to initiation of land-clearing activities | SOCCCD | | |
| | | Steps to Compliance: A. Prior to land-clearing activities, which would occur from February 1 | | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

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| | shall specify the appropriate mitigation measure(s) for these impacts. Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction. | | through August 31, the District will retain a qualified biologist to evaluate the type and extent of vegetation removal. | | |
| | | | B. If determined necessary by the biologist, a nesting bird survey will be conducted. | | |
| | | | C. Where impacts to nesting birds are identified, the District will comply with appropriate mitigation measures established by the biologist. | | |
| #13 | MM PR-1: Prior to any excavation or grading, the district shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials. The district shall determine the extent of sub-surface disturbances by using information including, but not limited to, as-built construction plans, underground utility surveys, and/or historic or recent geotechnical information, including boring and trenching logs. | Prior to excavation or grading | SOCCCD | | |
| | | | Steps to Compliance: A. Prior to any excavation or grading, the District will evaluate as-built construction plans, underground utility surveys, geotechnical data (including boring and trenching logs), and other applicable sources of subsurface information to determine the limits of existing subsurface disturbances. B. The evaluation of known subsurface disturbances will be maintained by the District and provided to grading contractors and, if applicable, the project's paleontological monitor. | | |
| #14 | MM PR-2: Should resources be uncovered as a result of campus grading and/or excavation shallower than five feet, a qualified paleontologist | During excavation or grading | SOCCCD | | |

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| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--------|---|--|---|------|----------|
| | <p>shall be retained and notified, and work in the area of the find shall cease until a paleontological monitor under the supervision of the qualified paleontologist arrives. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.</p> | | <p>Steps to Compliance: <i>Note: This mitigation measure applies to grading and/or excavations shallower than five feet; for deeper excavations, see MM PR-3.</i></p> <p>A. The District will require grading contractors to halt work in the affected area and alert District staff if paleontological resources are uncovered.</p> <p>B. If paleontological resources are uncovered, the District will retain a qualified paleontologist. A paleontological monitor under the supervision of the paleontologist will be present on the site until the conclusion of earth-moving activities at the location potentially containing paleontological resources.</p> <p>C. The paleontological monitor will be empowered by the District to halt or divert activities adversely impacting potentially significant paleontological resources.</p> <p>D. Potentially significant paleontological resources will be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County.</p> | | |
| #15 | <p>MM PR-3: Based on information obtained from compliance with Mitigation Measure PR-1, and should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological features of the campuses. Data from the geotechnical surveys will help define the vertical and horizontal distribution of paleontologically sensitive subsurface units to assist in the accurate development of any monitoring requirements. Should that data indicate paleontological sensitivity, the following shall occur:</p> <ul style="list-style-type: none"> A qualified paleontologist shall be retained to attend a pre-construction meeting with construction personnel. The paleontologist shall inform construction personnel that fossils may | <p>Prior to and during excavation or grading</p> | <p>SOCCCD</p> | | |
| | | | | | |

Attachment A - Mitigation Monitoring and Reporting Program for the Saddleback College & Irvine Valley College 2011 Facilities Master Plans

| Impact | Mitigation Measure | Time Frame for Implementation | Responsible Monitoring Agency | Date | Initials |
|--------|---|-------------------------------|---|------|----------|
| | <p>be encountered, and provide information on the appearance of fossils, the role of paleontological monitors, and on proper notification procedures; and</p> <ul style="list-style-type: none"> A paleontological monitor under the supervision of a qualified paleontologist shall monitor all earth-moving activities with potential to disturb previously undisturbed paleontologically sensitive sediment. The paleontological monitor shall have the authority to halt or divert any activities adversely impacting potentially significant paleontological resources, and those resources must be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County. | | <ul style="list-style-type: none"> C. A qualified paleontologist will attend a pre-construction meeting with construction personnel to inform the personnel of fossils that may be encountered and on the role of paleontological monitors and proper notification procedures. D. A paleontological monitor under the supervision of the paleontologist will be present on the site until the conclusion of earth-moving activities at locations with the potential to disturb previously undisturbed paleontologically sensitive sediment. E. The paleontological monitor will be empowered by the District to halt or divert activities adversely impacting potentially significant paleontological resources. F. Potentially significant paleontological resources will be recovered, analyzed, and curated with the Natural History Museum of Los Angeles County. | | |

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Fiscal Year 2012-2013 Tentative Budget
ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305(a) requires that each community college district Board of Trustees adopt a tentative budget no later than July 1 of each fiscal year. Approval of this budget allows the normal processing of payrolls and vendor payments at the start of the new fiscal year.

The District Resource Allocation Council (DRAC) has met and completed its work on the tentative budget model. The Basic Aid Allocation Recommendation Committee (BAARC) has also completed its process and all funding recommendations are included in the presented tentative budget.

STATUS

The estimate of financial resources available to the District has been based on the Governor's January Budget and adjusted by the May Revise. The tentative budget includes a projected unrestricted ending balance for June 30, 2012 in the amount of \$15,921,990 plus unrestricted general fund resources of \$179,889,716. The actual ending balance for June 30, 2012 and the State Budget Act are not finalized; these projections will change before the final budget is presented to the Board on August 27, 2012. The Reserve for Economic Uncertainties has been set at 7.5% in accordance with the Budget Development Guidelines adopted by the Board of Trustees. In addition to the general fund, all other District fund budgets are also reported in the tentative budget enclosure.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2012-2013 Tentative Budget as presented in the enclosure.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

**FY 2012-2013
TENTATIVE
BUDGET**

PRESENTED BY:
DR. DEBRA L. FITZSIMONS
VICE CHANCELLOR, BUSINESS SERVICES
JUNE 25, 2012

THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD has continued to grow. Total headcount is now over 41,000 and full time equivalent students (FTES) number over 27,000. Demand for online courses and certificate programs continue to increase dramatically.

Planning Efforts: During the last two years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and became integral to all aspects of college and district-wide decision-making and resource allocations. This was in response to accreditation recommendations.

Over a year ago, the colleges completed an institutional self-study evaluation and hosted site visits from visiting teams representing the Accrediting Commission for Community and Junior Colleges (AACJC) of the Western Association of Schools and Colleges. Some recommendations were made in the report and, in response, the district and colleges worked diligently and collegially to make structural improvements. Planning processes were improved and budget and resource allocations were linked to planning in a transparent, inclusive, and open process.

The colleges prepared a progress report for the commission for their follow-up visit in Fall 2011 and the commission took both colleges off warning status. The District-Wide Planning Council was formed to implement the recommendations and oversee the strategic planning process.

This past year a District-Wide Strategic Plan and District-Wide Technology Plan and related priorities were developed and approved. In addition, facilities and capital planning has been emphasized. Hundreds of students, faculty, staff, trustees, and community members have been involved in creating a District-Wide Educational and Facilities Master Plan (EFMP) 2011-2031. The master planning effort has been influenced by the college strategic plans and District-wide goals, developed with involvement of all constituent groups. Both colleges have prepared and prioritized lists for maintenance needs and capital improvements over the next 20 years. To further link planning to budget recommendations and to provide transparency and inclusiveness, several initiatives were implemented including the development and approval of Board Policy (BP) and Administrative Regulation (AR) 3110 - Basic Aid Funding Allocation Process and a new Basic Aid Allocation Recommendation Committee (BAARC) which makes recommendations on capital funding, scheduled maintenance, renovations, long term commitments, and major district-wide technology projects. This was a

groundbreaking year, in that it is the first time in the district's history that district-wide and college planning drove the basic aid resources allocation recommendations with an open, inclusive, and collaborative process. Included in the newly developed planning and budget processes and committees are an evaluation element which will be used to adjust next year's cycle for planning and budget.

Major Projects: The District continues to strive to meet the increasing demands brought on by a challenging economy. Capital Improvement projects continue to be challenged with inadequate general and sub-contractors, which has resulted in negative impacts to project timelines and costs. To address this challenging construction/contractor environment, the next two major projects will use two different alternate construction delivery methods which should improve the process greatly, ensuring more efficient use of resources, and adherence to project schedule for capital projects. Irvine Valley College's A400 Major Renovation Project will employ the Design-Build method and Saddleback College's Science Building will use a Lease/Leaseback method. Recommendations to complete funding for both of these projects are included in this year's budget. Some major accomplishments this year are the Saddleback College James B. Utt Memorial Learning Resource Center Capital Project. It will be open for the Fall 2012 Semester. At Irvine Valley College, the Live Oaks Terraces Project (formerly the Great Lawn Project) was completed and this year's spring commencement ceremony was held there with great success.

The District IT department continues to develop applications to help students, faculty and staff at our colleges. This year, the department helped with student success projects such as putting the finishing touches on Sherpa (a student success recommendation engine currently in pilot mode at both colleges), significant improvements to MAP (My Academic Plan) and a new student designed MySite home page which provides a high profile location for Sherpa recommendations. They have also implemented an interface between CurricUNET and our Student Information System (SIS) and finished the rollout of college mobile applications which have been downloaded over 11,000 times. Other projects included implementing a majority of the Student Account Task Force recommendations which helped new students gain access to online systems as well as ongoing enhancements to SIS based on prioritized requests from the colleges. These new and enhanced services will greatly assist students, faculty and staff in increasing completion rates.

State Budget: The Governor released his May Revision on May 14, 2012. The state budget shortfall, which was \$9.2 billion in January, is now estimated at \$15.7 billion. The Governor proposes to close the gap with \$8.3 billion in spending reductions and the balance in new revenues from the November tax initiative and diverted property taxes from the dissolution of redevelopment agencies.

It is now up to the Legislative Budget Committees of both houses to put forward their plans to cover the budget deficit to the Joint Budget Conference Committee. The deliberations of the Conference Committee may take four weeks or more to reconcile the differences. A majority vote is required to pass the budget unless it includes a tax increase, in which case a 2/3 vote is required.

Enrollment fees have increased from \$36 to \$46 per unit beginning with the Summer 2012 term.

Community College State Chancellor Jack Scott reported that the system has been cut by \$809 million (12%) in the past 3 years which has shut the door on hundreds of thousands of potential students. The potential mid-year cuts could be the breaking point financially for some colleges.

Some of the highlights of the current proposals from the Governor which relate to community colleges are:

- 0% COLA
- 0% growth funds
- \$313 million “buy-down” of the \$961 million inter-year deferral (no programmatic effect)

The Governor indicated that if the property tax initiative is not passed in the November election, most community colleges will face significant mid-year cuts (approximately 6%) and lose the currently proposed deferral buy-down.

SOC CCD Budget: The District continues to maintain stable funding for the colleges as we don't depend on state general apportionments. For this coming year, property tax revenues remain a constant, reliable funding stream. The tentative budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, Lottery, interest, and other miscellaneous revenue. After following the SB361 funding formula for the colleges, excess property tax revenues available for basic aid distribution this fiscal year total over \$39 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community college use.

The general fund budget provides for both colleges' operations, District-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

Chancellor Poertner has reviewed the tentative budget and confirms that it is balanced as is required by law. It is consistent with the Board of Trustees' budget guidelines that are contained in this document.

The final budget will be submitted to the Board for approval in August.

Dr. Debra L. Fitzsimons

*Vice Chancellor, Business Services
South Orange County Community College District*

SADDLEBACK COLLEGE BUDGET MESSAGE



Saddleback College is pleased to submit its Tentative Budget to the Board of Trustees and Chancellor. This budget is based on income simulations in accordance with the Governor's budget proposal, and expenditure calculations based on the most current information at the time of Tentative Budget submission deadline.

Saddleback is primarily funded through the State SB361 apportionment calculation, and since 2007-2008 the State has not awarded cost-of-living-adjustments (COLA), resulting in no increase to college income in this category for five years. While we have had no COLA increases and only a marginal increase in income to the college through the resource allocation model, expenditures have continued to rise.

The Tentative Budget expenditure assumptions include funding for all existing personnel; 30 replacement faculty positions; vacant classified and management positions; step and column increases; health and welfare increase estimated at 5% and faculty collective bargaining increases at actual. Additionally, since 2008-2009 the college's state categorically funded programs have been cut by \$1.86M (47.5% overall) adding further pressure to the budget. While we have backfilled some of these cuts with general funds (approx. \$750K), these programs (after general fund support) have experienced an overall reduction of approximately 30%.

Beginning in 2007-2008 when it became clear that the state would be facing serious financial difficulties, the college planned accordingly and revised its budget practices in preparation for potential cutbacks. Saddleback has greatly limited the addition of new staff and management positions, even though there have been significant increases in workload and program needs. Saddleback also embarked on a multi-year effort for identifying and implementing greater operating efficiencies and has significantly increased its efforts for securing alternative resources. This fiscal prudence has generated a prior year ending balance that has enabled us to balance the 2012-2013 Tentative Budget.

The continuing trend of flat income, annually increasing costs for existing staff, and the absorption of previously categorically funded positions, has resulted in the salary and benefit costs increasing as a percentage of total budget. Consequently, the budget pressures mentioned above, coupled with substantially increased demands placed on faculty, staff and management, has created a challenge as we pursue one of our top goals; to significantly improve student success rates, namely higher completion rates for degree, certificates and transfer. Additionally, if this trend of flat income and increasing costs continues beyond 2012-2013, the college will be forced to implement further budget reductions.

College staff were actively engaged in the development and implementation of BP 3110 and AR 3110, Basic Aid Allocation Process. We applaud the creation and execution of this process, and the results for the first year were understood by constituency groups, were based on plans and data, transparent, and fair. The college appreciates the leadership of the Board of Trustees and Chancellor in the development of this process. We look forward to continuing this process and finalize the 20 Year Capital and Scheduled Maintenance Plan, to clearly identify the significant maintenance backlog and scheduled maintenance and renovation needs at Saddleback.

Although Saddleback has funding and fiscal challenges, our Tentative Budget is balanced. We will continue to refine the budget in preparation for submission of the Final Budget in August. Faculty, staff and management remain committed to meeting our mission and moving towards our vision and enhance our efforts in student completion. We appreciate our successful partnership with the Board of Trustees, Chancellor and district services.

Tod A. Burnett, Ed.D. President, Saddleback College
Carol Hilton, Vice President for Administrative Services

IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College (IVC) is pleased to present to the Chancellor and the Board of Trustees a balanced 2012-13 Tentative Budget. The Budget reflects baseline adjustments and required augmentations for the upcoming fiscal year. It was built on solid baseline assumptions that reflect up-to-date revenue and expenditure patterns of individual departments and cost centers.

The total unrestricted funding allocation based on the District Resource Allocation Council (DRAC) model is \$45.5 million which is virtually flat compared to last year. Major changes in revenue include a \$554,000 basic allocation for mid-size colleges offset by a lower beginning balance compared to last year.

Major expenditure items included in the budget are the hiring of new 10 new faculty at a cost of \$580,000, following an early retirement incentive program implemented last year. In addition, the Budget includes a step-and-column increase for all staff at a cost of estimated \$900,000. Lastly, the Tentative Budget reflects an estimated \$120,000 for mandatory increases in employee benefit costs.

The College has set aside \$750,000 as a 50 percent scheduled maintenance match for the library and campus-wide lighting and walkways projects, with the other half of the funding being allocated from the basic aid in accordance with the Board Policy BP-3110. Last year, the College allocated \$343,000 to match a like amount of basic aid for the athletic fields' scheduled maintenance project. IVC is grateful to the District and the Board of Trustees for their continual support of the College's capital outlay projects.

IVC has updated its Mission and Goals for the 2012-14 planning cycle based on the 2020 Vision of the Commission on the Future. To support these objectives, the Strategic Planning Oversight and Budget Development Committee has recommended a number of new strategies in the areas of information technology, basic skills, disabled student assistance, counseling and athletics, requiring funding in excess of \$1 million. New strategies will be included in the Final Budget to the extent that funding is identified for those strategies.

The state categorical programs (e.g. EOPS, DSPS, CalWORKs) have been budgeted conservatively given the uncertainty with the state budget. Depending on the outcome of the proposed November 2012 tax initiatives; there may be a potentially severe negative fiscal impact on these programs although the magnitude of such an impact is unknown at this time.

The College regularly reviews its long-term financial plan, including revenue and expenditure projections, to identify issues needing resolution and to find strategic solutions. In a no-growth and no-COLA environment, with built-in increases in employee compensation and cost of doing business, major solution options would have to be identified in order to maintain a sustainable, long-term funding model. IVC will continue to work with its governance groups and the District to identify long-term strategies that would help the College serve its students effectively while maintaining a solid financial ground.

The College will carry on its mission to provide an excellent service to over 15,000 students attending the college and make funding decisions accordingly. The final budget will be presented to the Board of Trustees and the Chancellor in August 2012.

Dr. Glenn Roquemore, President, Irvine Valley College
Davit Khachatryan, Director of College Fiscal Services

ADVANCED TECHNOLOGY AND EDUCATION PARK BUDGET MESSAGE

In 2004 the SOCCCD was conveyed 68.37 acres of land from the Department of the Navy on the former Marine Helicopter Base in Tustin and named the Advanced Technology & Education Park (ATEP). The district opened with a 1-1/2 acre campus in fall 2007 to begin serving students and the community while the 68 acre development planning is under way. Irvine Valley College oversees the day-to day operations of the 15,000 square feet of buildings at the ATEP site while the ATEP Development Team at South Orange County Community College District oversees development of site planning and partnerships for the expansion to 68 acres.

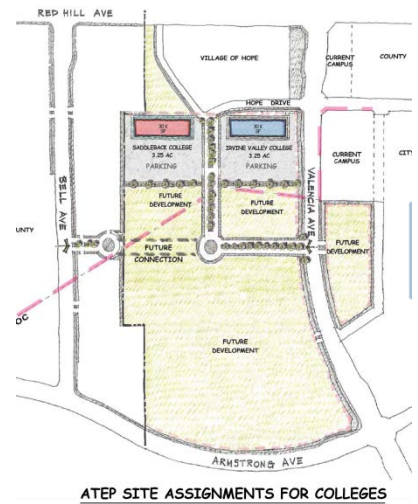
Mission

The Advanced Technology & Education Park (ATEP) provides development opportunities for Irvine Valley College and Saddleback College as well as land use partners to support community, business and industry workforce development needs.

Accomplishments

Recent accomplishments in the planning and development of the ATEP site include:

- ❖ The board of trustees authorized the district to proceed with the first two buildings in the approved Phase 3A concept plan development of the site. One building and site is assigned to each college, Irvine Valley College and Saddleback College.
- ❖ A national search for education institution partners was launched in the summer of 2011 as C.B. Richard Ellis, commercial real estate brokers, began efforts on the district's behalf to advertise partnership opportunities at the 68 acre site. These partners will provide important income to the district in support of the ongoing and future costs related to site infrastructure and buildings. Commercial and business partners may also be considered as discussions continue with the City of Tustin regarding pending agreements for our extended use of the property.
- ❖ Demolition of the base buildings continues on schedule with over seventy percent completed at this time. All of the above-ground structures on the district site will have been demolished by the end of the calendar year. The balance of the in-ground demolition, like foundations and slabs, is scheduled through 2013. The clearing of the land of these buildings for development greatly increases the value of this central Orange County property.
- ❖ Meetings and discussions are ongoing with the City of Tustin and the County of Orange regarding land exchanges that will enhance the usable shape and configuration of the properties. These land exchanges will be a win-win for all the participants in the Tustin Legacy project and for our future students at the site.
- ❖ Recently, ATEP was included in the new District Wide Strategic Plan: 2011-2014 and Long Range Education & Facilities Master Plan: 2011-2031. Staff from both colleges along with district services staff participated in these planning efforts.



Dr. Randy Peebles, Associate Vice Chancellor, ATEP

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

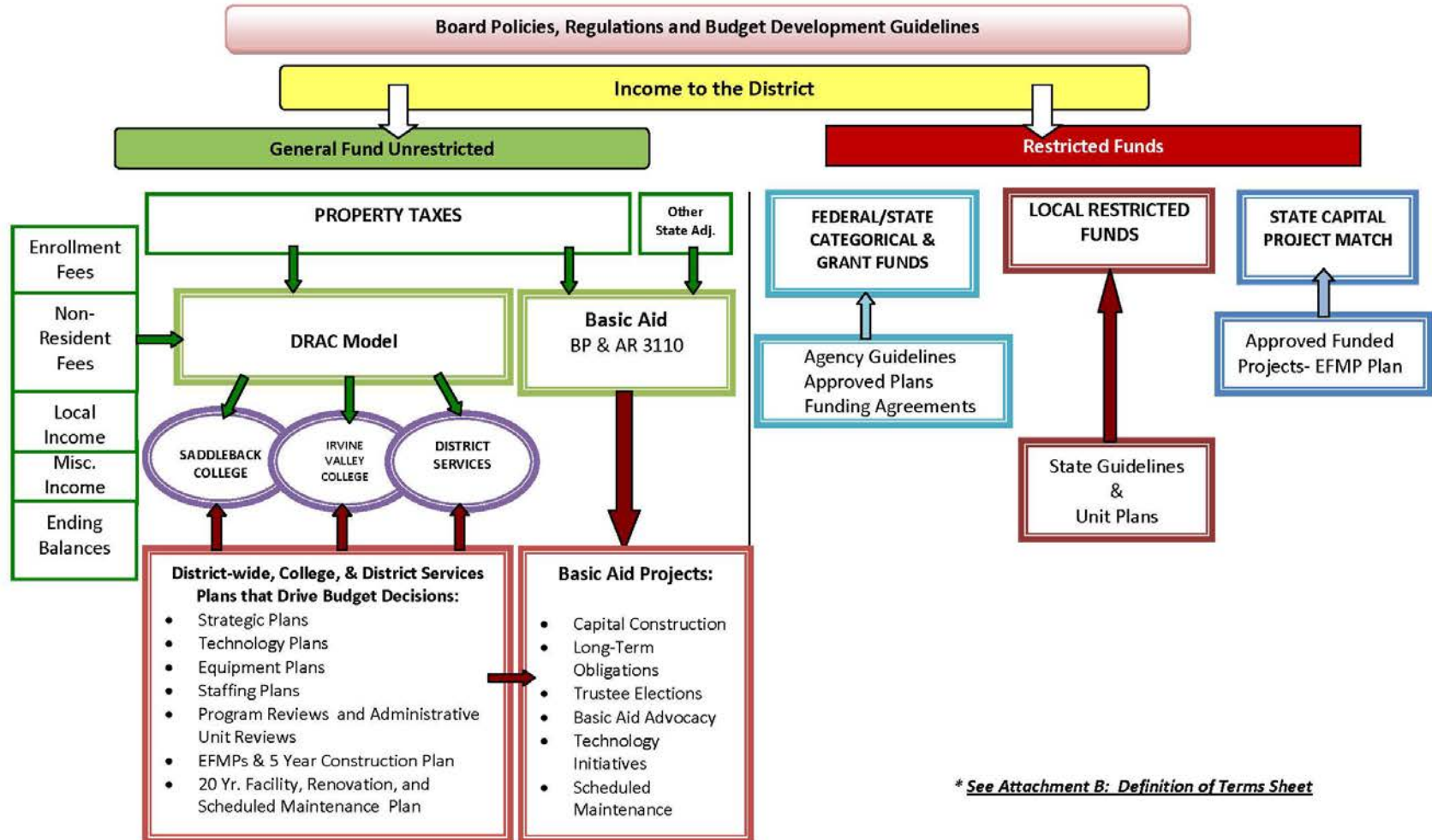
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

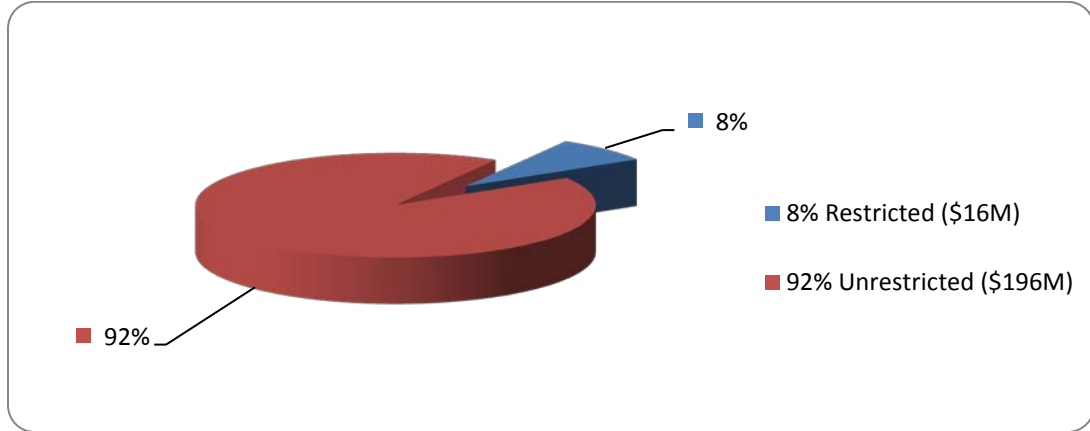
The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROCESS



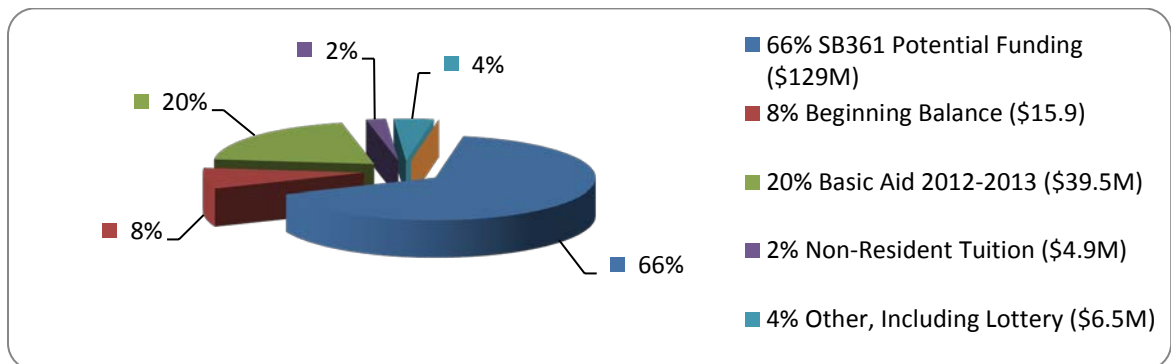
THE GENERAL FUND REVENUE

The general fund consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted”.



Unrestricted

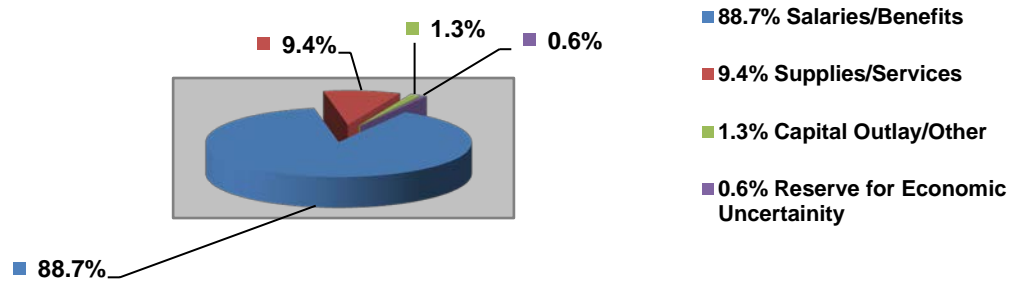
The largest segment of the fund is the *unrestricted portion*, approximately \$196 million (92% of the activity); it accounts for resources for the general purpose programs of the District. Of the resources, 66% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361, which includes state apportionment. The total amount that is equivalent to what would be potentially received from State Apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. Apportionment recognizes changes in the Cost-Of-Living-Adjustment (COLA) and student enrollment growth and/or decline. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2012-2013 Basic Aid (20%), Non-Resident Tuition (2%), and other sources, including Lottery (4%). The Beginning Balance, carried forward from the prior year, is (8%) of available unrestricted funds.



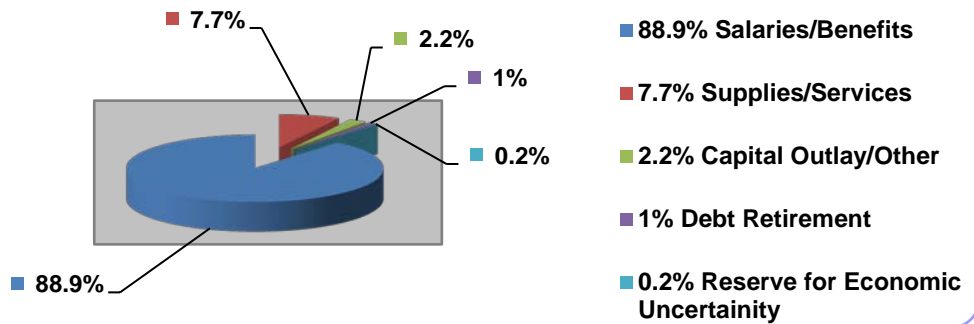
GENERAL FUND UNRESTRICTED OPERATING EXPENDITURES

Most of the expenditures in the regular college operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 88.7% of their operating budget and Irvine Valley College salaries and benefits equal 88.9% of its operating budget.

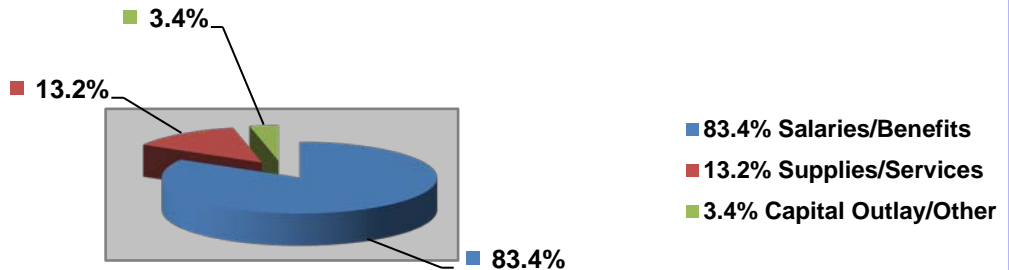
Saddleback College



Irvine Valley College

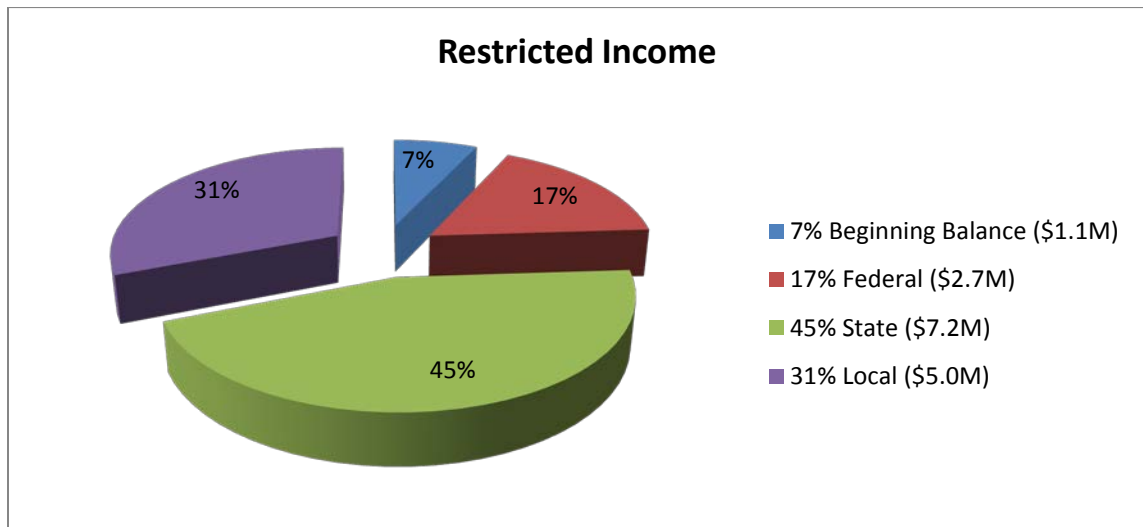


District Services



RESTRICTED

The other segment is the *restricted portion (categorical aid and grants)*, approximately \$16 million (8% of the general fund activity); this accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C and Title II Tech Prep, Matriculation, Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE).



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Employee movement on the salary schedule (step and column increases) is included for all employee groups. The new faculty salary schedule and other negotiated payments are also built into the budget.
- Negotiated increases will be included in the final budget once ratified.
- There is no budgeted cost increase for Employee Benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and Medicare COB. Increased costs estimated at 3-5% will be reflected in the final budget.
- Workers Compensation insurance remains budgeted at 1.8% with no anticipated increase for the final budget.
- The Unemployment Insurance rate for FY 2012-2013 decreased from 1.61% to 1.1%.

- The Public Employees Retirement System contribution rate is budgeted at an estimated 12.5%. The final rate approved by the PERS board (11.417%) will be updated in the final budget.
- The State Teachers Retirement System contribution rate for FY 2012-2013 will remain at 8.25%.
- The property and liability insurance coverage is budgeted at the FY 2011-2012 level of \$900,000 with no expected increase for the final budget.
- A transfer of \$2,600,000 is budgeted for the annual accrual for current employees' future retirement benefits. However, an actuarial study is being conducted to update the liability and the annual normal costs. When the study is complete and figures are confirmed, the costs will be addressed in the final budget planning considerations.
- The state Partnership for Excellence (PFE) payment of \$1.8 million has been eliminated from the budget.
- The District-wide General Expense Accounts include the following budgeted amounts:

| <u>EXPENSE</u> | <u>AMOUNT</u> | |
|---|---------------|---------------------------|
| Offsite Technology Security | \$ 115,000 | |
| Credit Card Service Fees | \$ 500,000 | * |
| District Office Facilities and Maintenance | \$ 300,000 | |
| Discrimination/Harassment Investigation Services | \$ 60,000 | * |
| Faculty Job Fair | \$ 25,520 | |
| Financial Audit | \$ 135,000 | * |
| I.T. Priority Projects (now part of Basic Aid budget cycle) | \$ 0 | |
| Labor Contract Negotiators | \$ 75,000 | |
| Legal Advertising | \$ 15,000 | |
| Legal Fees | \$ 450,000 | * |
| Mandated Costs | \$ 30,000 | * |
| Personnel Advertising | \$ 130,000 | * |
| Phone System Maintenance Agreement | \$ 190,000 | |
| Property & Liability Insurance | \$ 900,000 | |
| Sabbatical Bond Payments | \$ 18,000 | |
| District Wide Strategic Planning | \$ 20,000 | |
| Safety Compliance Cost | \$ 15,000 | |
| Taxpayer Relief Act Compliance | \$ 39,500 | |
| TOTAL GENERAL EXPENSE ACCOUNTS | | <u>\$3,018,020</u> |
| District Office Facilities and Maintenance | \$ <300,000> | |
| ADJUSTED GENERAL EXPENSE ACCOUNTS | | <u>\$2,718,020</u> |

*increased in fixed expenses compared to prior year

- The FY 2012-2013 Tentative Budget includes inter-fund transfers as follows:

| From Unrestricted General Fund: | To Other Funds: | | | | |
|--|---------------------------------|-----------------------|-----------------------|-------------------------|---------------------|
| | Child Development | Capital Outlay | Self Insurance | Retiree Benefits | Total |
| Irvine Valley College (a) | \$200,000 | 750,000 | | | \$950,000 |
| Saddleback College (b) | \$250,000 | | | | \$250,000 |
| District Service (c) | | | \$250,000 | | \$250,000 |
| Basic Aid (d) | | \$16,666,351 | | \$2,600,000 | \$19,266,351 |
| Sub-Total Unrestricted General Fund | \$450,000 | \$17,416,351 | \$250,000 | \$2,600,000 | \$20,716,351 |
| From Capital Outlay Fund: | To SOCCCD Facility Corp: | | | | |
| Capital Outlay Fund 40 (e) | | | | | \$12,500,000 |
| Total Funds for Transfer | \$12,950,000 | \$17,416,351 | \$250,000 | \$2,600,000 | \$33,216,351 |

- (a) IVC Child Development Support and Scheduled Maintenance Match
- (b) SC Child Development Support
- (c) DS Insurance Department expenses
- (d) Basic Aid funds allocated for approved capital outlay projects
- (e) Funds for ATEP building – will be transferred only if NMTC funds materialize

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the Reserve for Economic Uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

The FY 2012-2013 Tentative Budget includes a reserve of 7.5% of unrestricted funds, with a total amount of \$10, 335,056.

BASIC AID STATUS

A “basic aid” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid funds (above state calculated amounts) as follows:

| <u>Fiscal Year</u> | <u>Basic Aid Receipts</u> |
|--------------------|---------------------------|
| 1999 – 2000 | \$ 5,676,800 |
| 2000 – 2001 | \$ 9,192,300 |
| 2001 – 2002 | \$ 13,719,277 |
| 2002 – 2003 | \$ 18,419,919 |
| 2003 – 2004 | \$ 27,356,952 |
| 2004 – 2005 | \$ 40,162,878 |
| 2005 – 2006 | \$ 46,899,203 |
| 2006 – 2007 | \$ 52,896,017 |
| 2007 – 2008 | \$ 50,692,873 |
| 2008 – 2009 | \$ 51,179,365 |
| 2009 – 2010 | \$ 39,022,021 |
| 2010 - 2011 | \$ 38,737,963 |
| 2011 - 2012 | \$ 39,113,901 |

The District estimates that receipts for FY 2012-2013 and future years to be as follows:

| <u>Fiscal Year</u> | <u>Basic Aid Receipts</u> |
|--------------------|---------------------------|
| 2012 - 2013 | \$ 39,462,256 |
| 2013 - 2014 | \$ 38,984,059 |
| 2014 - 2015 | \$ 39,543,182 |
| 2015 - 2016 | \$ 37,467,250 |

The assumptions used to estimate basic aid funds in future years are: for the FY 2012-2013, SB361 funding COLA is estimated at 0%, growth is 0% and enrollments fees are \$46 per unit. For the following two years, SB361 COLA is estimated at 1% and growth is estimated at 1%. The estimate for FY 2015-2016 reflects 2% COLA and 2% growth.

The Orange County Auditor Controllers office is consulted regularly in order to conservatively project the District’s property tax revenue. The FY 2012-2013 estimates are based on that information and historical trends. For the FY 2012-2013, property taxes are budgeted the same as FY 2011-2012. For the following three years, secured taxes are estimated to increase 1% for the first year and 2% thereafter. Unsecured, homeowners, and supplemental taxes are estimated to remain constant with no increase.

During FY 2011-2012, BP 3110 and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) was established and followed the new process for allocating both the FY 2011-2012 and FY 2012-2013 basic aid funds. As this process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available will be made.

The schedule below shows basic aid funds and projects that are included in the FY 2012-2013 Tentative Budget:

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

| <u>FY 2012-2013 RESOURCES</u> | <u>AMOUNT</u> |
|---|----------------------------|
| Balance at July 1, 2012 | \$53,459,734 |
| Receipts FY 2012-2013 | <u>\$39,462,256</u> |
| Estimated Property Taxes for Basic Aid | \$92,921,990 |
| Contingency (20%) | <u>(\$18,584,398)</u> |
| Total Available FY 2012-2013 | <u>\$74,337,592</u> |
| | |
| <u>BUDGETED EXPENDITURES PROJECTS</u> | |
| FY 2012-2013 Retiree Benefit Expenses | \$2,600,000 |
| FY 2012-2013 Legislative Advocacy Services | \$150,000 |
| FY 2012-2013 Trustee Election | \$800,000 |
| Funding for Future Capital & IT Projects | <u>\$70,787,592</u> |
| TOTAL APPROVED AND BUDGETED PROJECTS | <u>\$74,337,592</u> |

The following projects were previously approved by the Board of Trustees and are in various stages of completion:

| <u>BASIC AID PROJECT NAME</u> | <u>PROJECT TOTAL</u> |
|--|----------------------|
| CLOSED PROJECTS | \$114,482,353 |
| | |
| <u>PRIOR APPROVED BASIC AID PROJECTS</u> | |
| Special Trustee Election | \$1,398,988 |
| Retiree Benefit Liability Contribution | \$38,017,938 |
| Scheduled Maintenance Project | \$5,000,000 |
| Technology Needs for IVC, SC & District | \$8,036,477 |
| ATEP – Operating Budget | \$10,963,521 |
| ATEP – First Building | \$12,500,000 |
| ATEP - Negotiations | \$4,265,883 |
| ATEP – Demolition | \$7,000,000 |
| ATEP - Staffing, Equipment and Program Development | \$891,611 |
| ATEP – Development | \$3,750,000 |
| ATEP – Renovation | \$7,964,191 |
| ATEP – Site Development | \$340,436 |
| Campus Appearance | \$1,000,000 |
| College Instructional Equipment Allocation | \$1,392,000 |

| | |
|--|----------------------|
| IVC – Business & Technology Innovation Center | \$10,182,000 |
| IVC – Design and Install Entrance from Barranca | \$2,850,000 |
| IVC – Life Sciences Project | \$17,410,000 |
| IVC – Landscaping (PAC & BSTIC) | \$1,796,000 |
| IVC – Utility Service | \$416,000 |
| IVC – Science Lab Addition and Remodel | \$6,980,000 |
| IVC – Fine Arts Building | \$7,352,000 |
| IVC – Replace Main Water Valves | \$275,000 |
| IVC – Replace Natural Gas Piping A&B Quads | \$230,000 |
| IVC – Replace Exterior A100, A200, A300, A400 | \$400,000 |
| IVC – SSC HVAC System, B100 | \$800,000 |
| IVC – A400 Building Remodel | \$1,000,000 |
| IVC - Sports Facilities (50% College Match) | \$342,600 |
| SC – Building Repairs-Math, Science Engineering Building Soil & Slab Repairs | \$128,710 |
| SC – Plaza Repairs-Math, Science Engineering Building | \$69,288 |
| SC – Building Repairs-TAS Building | \$1,956,000 |
| SC – Building Repairs-Library Remodel | \$7,141,000 |
| SC – Demolition of Lower Campus Buildings | \$1,719,000 |
| SC – Golf Driving Range Net Replacement | \$300,000 |
| SC – New Sciences Building | \$47,656,346 |
| SC – McKinney Theater Restroom Remodel | \$2,542,000 |
| SC – Temporary Classroom Facilities | \$7,269,285 |
| SC – Demolition and Upper Quad Remodel | \$1,000,000 |
| SC – Village Remodel | \$4,130,000 |
| SC – Loop Road | \$3,442,000 |
| SC – M/S/E/ Renovation | \$39,000 |
| SC – Village Expansion | \$3,942,000 |
| SC – Bridge Replacement | \$1,700,000 |
| SC – Pool Deck Replacement | \$1,500,000 |
| SC – Roof Replace TAS, Village Building 3 – 8 | \$1,500,000 |
| SC - Energy Management System (50% College Match) | \$657,400 |
| SOCCCD – Additional 1% Contingency | \$1,278,101 |
| SOCCCD – Student Information System Upgrade – Phase I/Phase II | \$14,102,260 |
| SOCCCD – Hire Consultant for District Education and Facilities Master Plan | \$735,010 |
| SOCCCD – Legislative Advocacy Services – Basic Aid | \$285,000 |
| SOCCCD – Document Management Solution | \$659,202 |
| SOCCCD – IT Projects | \$8,744,770 |
| SOCCCD – Legal Defense for Invocation Complaint | \$1,208,817 |
| TOTAL PRIOR APPROVED PROJECTS | \$380,742,187 |
| | |
| | |
| | |

| <u>NEW FY 2012-2013 PROJECTS</u> | <u>PROJECT TOTAL</u> |
|--|-----------------------------|
| <u>Long Term Obligations</u> | |
| Special Trustee Election | \$800,000 |
| Retiree Benefit Liability Contribution (Pending Actuarial Report) | \$2,600,000 |
| SOCCCD – Legislative Advocacy Services – Basic Aid | \$150,000 |
| <u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u> | |
| IVC - A-400 Renovation | \$10,463,000 |
| IVC - Fine Arts Building (Match) | \$1,545,115 |
| IVC –Sched Maint-Library Exterior (50% College Match) | \$275,000 |
| IVC –Sched Maint-Lighting & Walkways (50% College Match) | \$475,000 |
| IVC - New Parking Lot | \$2,920,000 |
| IVC - Performing Arts Center Waterproofing | \$470,000 |
| IVC - Upgrade Exterior & Entries to B300 | \$680,000 |
| SC - ATAS Renovation | \$18,584,000 |
| SC –Sched Maint-Central Plant (50% College Match) | \$750,000 |
| SC - Fine Arts HVAC Renovation | \$1,000,000 |
| SC - Health Sciences/DS Waterproofing | \$1,000,000 |
| SC - Library Renovation | \$2,622,000 |
| SC - New Gateway Building (Match) | \$1,545,115 |
| SC – Sched Maint-PE Complex (50% College Match) | \$500,000 |
| SC - Sciences Building | \$11,179,000 |
| SC - Storm Drain Repairs | \$1,500,000 |
| SC - Water Damages/Storm Drainage Issues | \$750,000 |
| <u>ATEP Operations</u> | |
| ATEP Support (security, maintenance and operations support) | \$637,507 |
| <u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u> | |
| FPP, IPP, 5 Year Plans | \$100,000 |
| DSA Project Close Out | \$160,000 |
| Design/Build Specialty Consultant | \$175,000 |
| Legal Counsel for Facilities Related Issues | \$300,000 |
| ATEP Site Development | \$2,100,000 |
| Lease/Lease Back Consultant | \$175,000 |
| Facilities System | \$704,000 |
| <u>IT Projects</u> | |
| End-of-Life Core Network/Tech Refresh | \$2,500,000 |
| Campus Desktop Refresh | \$750,000 |
| Student Information System Enhancements | \$1,500,000 |
| HR/Business Services Integrated Software | \$3,000,000 |
| Degree Audit/MAP Upgrade | \$750,000 |
| Awards Management System | \$500,000 |
| Predictive Analytics | \$250,000 |

| | |
|--|-----------------------------|
| Blackboard Plug-ins | \$150,000 |
| Enterprise Content Management Expansion | \$150,000 |
| Matriculation SEP System | \$100,000 |
| HRIS Data Migration | \$20,000 |
| IT Governance - TeamDymanixHE Software | \$50,000 |
| TracDat Integration with SharePoint | \$35,000 |
| DW Infrastructure Inventory System | \$75,000 |
| MySite Help System | \$20,000 |
| Unified Communications System | \$50,000 |
| IT Contingency | \$277,855 |
| TOTAL FY 2012-2013 PROJECTS | \$74,337,592 |
| CUMULATIVE TOTAL – BASIC AID PROJECTS | <u>\$455,079,779</u> |

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

| Allocated Area | * Unrestricted | *Restricted | Total |
|-------------------------------------|------------------------------|-----------------------------|-----------------------------|
| Saddleback College | \$ 83,520,165 | \$ 9,124,026 | \$ 92,644,191 |
| Irvine Valley College | \$ 45,493,775 | \$ 6,969,525 | \$ 52,463,300 |
| ATEP Operating & Capital Project | \$ 685,561 | \$ 15,500 | \$ 701,061 |
| District Services | \$ 13,711,917 | | \$ 13,711,917 |
| District-wide General Expense | \$ 2,718,020 | | \$ 2,718,020 |
| Part-Time Faculty Parity Funds | \$ 509,463 | | \$ 509,463 |
| Basic Aid Funds** | | | |
| - Retirement Benefits | \$ 2,600,000 | | \$ 2,600,000 |
| - Capital Outlay Projects | \$ 16,666,351 | | \$ 16,666,351 |
| - Other Basic Aid Expenses | \$ 963,000 | | \$ 963,000 |
| - Contingency*** | \$ 18,608,398 | | \$ 18,608,398 |
| Reserves for Economic Uncertainties | \$ 10,335,056 | | \$ 10,335,056 |
| TOTALS**** | <u>\$ 195,811,706</u> | <u>\$ 16,109,051</u> | <u>\$211,920,757</u> |

* See pages 22 through 25 (Total of Revenue and Ending Balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$53 M) is in the Capital Outlay fund.

*** Additional \$24,000 was added to the Basic Aid contingency for interest earnings that were not in the initial calculation of available funds for the Basic Aid Allocation (BAARC) process.

****The basic aid total were based on conservative property tax estimates and will be revised for final budget.

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income from the activities of these programs at Irvine Valley College are accounted for in Fund #07, and at Saddleback College in Fund #09.

Child Development Fund (Fund #12)

The District operates child development programs at both colleges for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Irvine Valley College provides \$200,000 of support from the unrestricted general fund, and Saddleback College provides \$250,000. The child development program is not charged for administration or operations, so it is not self-supporting.

Golf Driving Range (Fund #15)

This fund is a mechanism to account for golf driving range receipts at Saddleback College. It is operated by an outside management group, by contract for a fee, which the college uses to support operational budget needs.

Capital Outlay Projects Fund (Fund #40)

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, and district funded projects such as road maintenance and new parking lots. The next table is a schedule of planned projects.

CAPITAL OUTLAY PROJECTS – FUND 40

| <u>Project Description</u> | FY 2012-2013 Tentative Budget |
|--|--|
| BASIC AID PROJECTS (Including required college match) | \$193,363,802 |
| <u>LOCAL PROJECTS</u> | |
| District Wide Video Conferencing | \$145,015 |
| District Technology Enhancement | \$105,955 |
| DSA Closeout/Five Year Plan/CEQA | \$61,252 |
| SC-Future Parking Lot Projects | \$567,856 |
| SC-Future Capital Outlay Projects | \$4,539,286 |
| District-Future Capital Outlay Projects | \$17,075,492 |
| Redevelopment Funds Reserved for Future Capital Projects (Cities of Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano) | \$11,030,347 |
| Total Fund 40 | \$226,889,005 |

Facilities Corp. Capital Outlay Projects Fund (Fund #41)

The District established the Facilities Corporation capital outlay projects fund to account for the expenditures related to the development of ATEP. An innovative program funding titled New Markets Tax Credit (NMTC) is being explored to assist with the funding of the development of ATEP.

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees when they retire, and 2) the total projected benefits accrual for employees' past service. The last study estimated the cost for the annual accrual for current employees to be \$2,582,983. The District's actuarial accrued liability for past service is estimated at \$61,189,900. The next actuarial study will be done by July 2012 and revised figures will be confirmed and addressed in the final budget planning. An irrevocable trust was established in 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

For FY 2012-2013, a transfer of \$2,600,000 of Basic Aid Funds will be used towards funding the current year's annual accrual liability.

Retiree OPEB Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in May 2010 with the completion of a required actuarial study. The study is an estimate of future costs.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors.

ASG Funds (Funds #95 and #96)

The budgets are brought to the Board of Trustees independently from the SOCCCD Tentative Budget for board approval.

BUDGET TABLES

The Tentative Budget FY 2012-2013 for all District funds is summarized on the following pages.

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services

Kim McCord, District Director of Fiscal Services

Prepared by: Cheryl Dobbie, Executive Assistant

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2012-2013
Revenues, Expenditures and Change in Fund Balance

| | General Fund (01) | Community Education (07) & (09) | Child Development (12) | Capital Outlay (40) | Facilities Corporation Capital Outlay Projects (41) | Self-Insurance (68) | Retiree Benefit (71) | Retiree OPEB (72) | TOTAL ALL FUNDS |
|--------------------------------------|-------------------------|------------------------------------|---------------------------|------------------------|--|------------------------|-------------------------|----------------------|-----------------------|
| SOURCES OF FUNDS | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 \$ 17,061,990 | \$ 870,000 | \$ 69,174 | \$ 205,532,893 | \$ - | \$ 1,665,000 | \$ 1,460,000 | \$ 64,840,000 | \$ 291,499,057 |
| REVENUES: | | | | | | | | | |
| SB361 Revenue | Various \$ 129,011,744 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 129,011,744 |
| Basic Aid | 39,462,256 | - | - | - | - | - | - | - | 39,462,256 |
| Federal Sources | 8100-8199 2,653,401 | - | - | - | - | - | - | - | 2,653,401 |
| Other State Sources | 8600-8699 11,077,998 | - | - | - | - | - | - | - | 11,077,998 |
| Other Local Sources | 8800-8899 12,653,368 | 1,890,172 | 1,584,044 | 3,939,761 | 17,310,000 | 10,000 | 7,500 | 5,100,000 | 42,494,845 |
| Total Revenue | \$ 194,858,767 | \$ 1,890,172 | \$ 1,584,044 | \$ 3,939,761 | \$ 17,310,000 | \$ 10,000 | \$ 7,500 | \$ 5,100,000 | \$ 224,700,244 |
| BASIC AID INCOMING TRANSFERS | | | | | | | | | |
| INCOMING TRANSFERS | 8980-8989 - | - | 450,000 | 16,666,351 | 12,500,000 | 250,000 | 2,600,000 | - | 19,266,351 |
| | | | | 750,000 | | | | | 13,950,000 |
| TOTAL SOURCES OF FUNDS | \$ 211,920,757 | \$ 2,760,172 | \$ 2,103,218 | \$ 226,889,005 | \$ 29,810,000 | \$ 1,925,000 | \$ 4,067,500 | \$ 69,940,000 | \$ 549,415,652 |
| USES OF FUNDS | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | |
| Academic Salaries | 1000-1999 \$ 61,553,157 | \$ - | \$ 200 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 61,553,357 |
| Other Staff Salaries | 2000-2999 40,120,510 | 991,415 | 1,497,750 | - | - | 165,830 | - | - | 42,775,505 |
| Employee Benefits | 3000-3999 35,282,318 | 243,970 | 504,576 | - | - | 77,533 | 2,592,982 | 4,500,000 | 43,201,379 |
| Supplies & Materials | 4000-4999 3,366,038 | 74,000 | 65,678 | - | - | 11,200 | - | - | 3,516,916 |
| Services & Other Operating | 5000-5999 18,469,291 | 795,787 | 21,457 | 1,284,958 | - | 779,937 | 90,000 | 247,000 | 21,688,430 |
| Capital Outlay | 6000-6999 2,167,277 | 655,000 | 95 | 191,191,009 | 29,810,000 | 16,500 | - | - | 223,839,881 |
| Payments to Students | 7500-7699 267,361 | - | 13,462 | - | - | - | - | - | 280,823 |
| Total Expenditures | \$ 161,225,952 | \$ 2,760,172 | \$ 2,103,218 | \$ 192,475,967 | \$ 29,810,000 | \$ 1,051,000 | \$ 2,682,982 | \$ 4,747,000 | \$ 396,856,291 |
| OTHER FINANCING USES: | | | | | | | | | |
| Transfers Out | 7300-7400 \$ 1,450,000 | \$ - | \$ - | \$ 12,500,000 | \$ - | \$ - | \$ - | \$ - | \$ 13,950,000 |
| Basic Aid Transfers Out | 19,266,351 | - | - | - | - | - | - | - | 19,266,351 |
| Debt Service | 7100-7199 435,000 | - | - | - | - | - | - | - | 435,000 |
| Total Other Sources (Uses) | \$ 21,151,351 | \$ - | \$ - | \$ 12,500,000 | \$ - | \$ - | \$ - | \$ - | \$ 33,651,351 |
| TOTAL USES OF FUNDS | \$ 182,377,303 | \$ 2,760,172 | \$ 2,103,218 | \$ 204,975,967 | \$ 29,810,000 | \$ 1,051,000 | \$ 2,682,982 | \$ 4,747,000 | \$ 430,507,642 |
| ENDING FUND BALANCE | \$ 29,543,454 | \$ - | \$ - | \$ 21,913,038 | \$ - | \$ 874,000 | \$ 1,384,518 | \$ 65,193,000 | \$ 118,908,010 |
| COMPONENTS OF ENDING BALANCE: | | | | | | | | | |
| Restricted Balance | \$ - | \$ - | \$ - | \$ 21,913,038 | \$ - | \$ 874,000 | \$ 1,384,518 | \$ 65,193,000 | \$ 89,364,556 |
| Economic Uncertainties | 29,543,454 | - | - | - | - | - | - | - | 29,543,454 |
| Nondesignated Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2012-2013**

Revenues, Expenditures and Change in Fund Balance - GENERAL FUND

| | Saddleback College | | | Irvine Valley College | | | District Services | | | |
|--|---------------------------|----------------------|---------------------|------------------------------|----------------------|---------------------|--------------------------|----------------------|-------------|----------------------|
| | General Fund | General Fund | Total | General Fund | General Fund | Total | General Fund | General Fund | Total | |
| | Unrestricted | Restricted | | Unrestricted | Restricted | | Unrestricted | Restricted | | |
| <u>SOURCES OF FUNDS</u> | | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 \$ | 4,000,000 \$ | - \$ | 4,000,000 \$ | 1,000,000 \$ | 1,130,000 \$ | 2,130,000 \$ | 650,036 \$ | - \$ | 650,036 |
| REVENUES: | | | | | | | | | | |
| SB361 Revenue | Various \$ | 73,311,050 \$ | - \$ | 73,311,050 \$ | 39,796,637 \$ | - \$ | 39,796,637 \$ | 13,061,881 \$ | - \$ | 13,061,881 |
| Basic Aid | | - | - | - | - | - | - | - | - | - |
| Federal Sources | 8100-8199 | - | 1,849,279 | 1,849,279 | - | 804,122 | 804,122 | - | - | - |
| Other State Sources | 8600-8699 | 2,184,560 | 4,111,270 | 6,295,830 | 1,135,440 | 3,137,265 | 4,272,705 | - | - | - |
| Other Local Sources | 8800-8899 | 4,024,555 | 3,163,477 | 7,188,032 | 3,561,698 | 1,898,138 | 5,459,836 | - | - | - |
| Total Revenue | | \$ 79,520,165 | \$ 9,124,026 | \$ 88,644,191 | \$ 44,493,775 | \$ 5,839,525 | \$ 50,333,300 | \$ 13,061,881 | \$ - | \$ 13,061,881 |
| RESTRICTED BASIC AID INCOMING TRANSFERS | | | | | | | | | | |
| | 8980-8989 | - | - | - | - | - | - | - | - | - |
| TOTAL SOURCES OF FUNDS | | \$ 83,520,165 | \$ 9,124,026 | \$ 92,644,191 | \$ 45,493,775 | \$ 6,969,525 | \$ 52,463,300 | \$ 13,711,917 | \$ - | \$ 13,711,917 |
| <u>USES OF FUNDS</u> | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | |
| Academic Salaries | 1000-1999 | 37,599,560 | 2,115,006 | 39,714,566 | 19,703,474 | 631,809 | 20,335,283 | 1,051,055 | - | 1,051,055 |
| Other Staff Salaries | 2000-2999 | 17,383,528 | 3,032,474 | 20,416,002 | 10,646,029 | 1,921,714 | 12,567,743 | 6,856,878 | - | 6,856,878 |
| Employee Benefits | 3000-3999 | 19,137,314 | 1,532,895 | 20,670,209 | 10,079,618 | 803,514 | 10,883,132 | 3,529,127 | - | 3,529,127 |
| Supplies & Materials | 4000-4999 | 1,905,415 | 234,803 | 2,140,218 | 633,486 | 458,223 | 1,091,709 | 111,111 | - | 111,111 |
| Services & Other Operating | 5000-5999 | 5,927,163 | 1,668,285 | 7,595,448 | 2,881,047 | 2,373,870 | 5,254,917 | 1,696,372 | - | 1,696,372 |
| Capital Outlay | 6000-6999 | 817,185 | 451,097 | 1,268,282 | 65,121 | 602,500 | 667,621 | 217,374 | - | 217,374 |
| Payments to Students | 7500-7699 | - | 89,466 | 89,466 | - | 177,895 | 177,895 | - | - | - |
| Total Expenditures | | 82,770,165 | 9,124,026 | 91,894,191 | 44,008,775 | 6,969,525 | 50,978,300 | 13,461,917 | - | 13,461,917 |
| OTHER FINANCING USES: | | | | | | | | | | |
| Transfers Out | 7300-7400 | 250,000 | - | 250,000 | 950,000 | - | 950,000 | 250,000 | - | 250,000 |
| Basic Aid Transfers Out | | - | - | - | - | - | - | - | - | - |
| Debt Service | 7100-7199 | - | - | - | 435,000 | - | 435,000 | - | - | - |
| Total Other Sources (Uses) | | 250,000 | - | 250,000 | 1,385,000 | - | 1,385,000 | 250,000 | - | 250,000 |
| TOTAL USES OF FUNDS | | 83,020,165 | 9,124,026 | 92,144,191 | 45,393,775 | 6,969,525 | 52,363,300 | 13,711,917 | - | 13,711,917 |
| ENDING FUND BALANCE | | 500,000 | - | 500,000 | 100,000 | - | 100,000 | - | - | - |
| COMPONENTS OF ENDING BALANCE: | | | | | | | | | | |
| Restricted Balance | | - | - | - | - | - | - | - | - | - |
| Economic Uncertainties | | 500,000 | - | 500,000 | 100,000 | - | 100,000 | - | - | - |
| Nondesignated Ending Fund Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2012-2013**

Revenues, Expenditures and Change in Fund Balance - **GENERAL FUND**

| | ATEP | | | General Expense Unrestricted | One Time Rev. Incl. Basic Aid Unrestricted | One Time Rev. Incl. Basic Aid Restricted | Total General Fund | | | |
|--|---------------------------------|-------------------------------|------------------|------------------------------------|--|--|---------------------------------|-------------------------------|----------------------|-----------------------|
| | General Fund Unrestricted | General Fund Restricted | Total | | | | General Fund Unrestricted | General Fund Restricted | Total | |
| | | | | | | | | | | |
| SOURCES OF FUNDS | | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 | 48,054 | \$ 10,000 | \$ 58,054 | \$ | \$ 10,223,900 | \$ | 15,921,990 | \$ 1,140,000 | \$ 17,061,990 |
| REVENUES: | | | | | | | | | | |
| SB361 Revenue | Various | - | \$ - | \$ - | \$ 2,718,020 | \$ 124,156 | \$ - | \$ 129,011,744 | \$ - | \$ 129,011,744 |
| Basic Aid | | 637,507 | - | 637,507 | - | 38,824,749 | - | 39,462,256 | - | 39,462,256 |
| Federal Sources | 8100-8199 | - | - | - | - | - | - | - | 2,653,401 | 2,653,401 |
| Other State Sources | 8600-8699 | - | - | - | - | 509,463 | - | 3,829,463 | 7,248,535 | 11,077,998 |
| Other Local Sources | 8800-8899 | - | 5,500 | 5,500 | - | - | - | 7,586,253 | 5,067,115 | 12,653,368 |
| Total Revenue | | 637,507 | \$ 5,500 | \$ 643,007 | \$ 2,718,020 | \$ 39,458,368 | \$ - | \$ 179,889,716 | \$ 14,969,051 | \$ 194,858,767 |
| RESTRICTED BASIC AID INCOMING TRANSFERS | 8980-8989 | - | - | - | - | - | - | - | - | - |
| TOTAL SOURCES OF FUNDS | | 685,561 | \$ 15,500 | \$ 701,061 | \$ 2,718,020 | \$ 49,682,268 | \$ - | \$ 195,811,706 | \$ 16,109,051 | \$ 211,920,757 |
| USES OF FUNDS | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | |
| Academic Salaries | 1000-1999 | - | - | - | - | 452,253 | - | 58,806,342 | 2,746,815 | 61,553,157 |
| Other Staff Salaries | 2000-2999 | 279,887 | - | 279,887 | - | - | - | 35,166,322 | 4,954,188 | 40,120,510 |
| Employee Benefits | 3000-3999 | 142,640 | - | 142,640 | - | 57,210 | - | 32,945,909 | 2,336,409 | 35,282,318 |
| Supplies & Materials | 4000-4999 | 22,500 | 500 | 23,000 | - | - | - | 2,672,512 | 693,526 | 3,366,038 |
| Services & Other Operating | 5000-5999 | 231,534 | 10,000 | 241,534 | 2,718,020 | 963,000 | - | 14,417,136 | 4,052,155 | 18,469,291 |
| Capital Outlay | 6000-6999 | 9,000 | 5,000 | 14,000 | - | - | - | 1,108,680 | 1,058,597 | 2,167,277 |
| Payments to Students | 7500-7699 | - | - | - | - | - | - | - | 267,361 | 267,361 |
| Total Expenditures | | 685,561 | 15,500 | 701,061 | 2,718,020 | 1,472,463 | - | 145,116,901 | 16,109,051 | 161,225,952 |
| OTHER FINANCING USES: | | | | | | | | | | |
| Transfers Out | 7300-7400 | - | - | - | - | - | - | 1,450,000 | - | 1,450,000 |
| Basic Aid Transfers Out | | - | - | - | - | 19,266,351 | - | 19,266,351 | - | 19,266,351 |
| Debt Service | 7100-7199 | - | - | - | - | - | - | 435,000 | - | 435,000 |
| Total Other Sources (Uses) | | - | - | - | - | 19,266,351 | - | 21,151,351 | - | 21,151,351 |
| TOTAL USES OF FUNDS | | 685,561 | 15,500 | 701,061 | 2,718,020 | 20,738,814 | - | 166,268,252 | 16,109,051 | 182,377,303 |
| ENDING FUND BALANCE | | - | - | - | - | 28,943,454 | - | 29,543,454 | - | 29,543,454 |
| COMPONENTS OF ENDING BALANCE: | | | | | | | | | | |
| Restricted Balance | | - | - | - | - | - | - | - | - | - |
| Economic Uncertainties | | - | - | - | - | 28,943,454 | - | 29,543,454 | - | 29,543,454 |
| Nondesignated Ending Fund Balance | | - | - | - | - | - | - | - | - | - |

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET - FISCAL YEAR 2012-2013
 Revenues, Expenditures and Change in Fund Balance

| | Community Education Fund | | | Child Development Fund | | | | | | |
|--------------------------------------|--------------------------|-----------------------|---------------------|------------------------|-------------------|------------------|-----------------------|---------------------|-----------------|---------------------|
| | Saddleback College | Irvine Valley College | Total | Saddleback College | | Total | Irvine Valley College | | Total | |
| | (09) | (07) | | Unrestricted | Restricted (12) | | Unrestricted | Restricted (12) | | |
| SOURCES OF FUNDS | | | | | | | | | | |
| BEGINNING FUND BALANCE: | 9712 | \$ 800,000 | \$ 70,000 | \$ 870,000 | \$ - | \$ - | \$ - | \$ 69,174 | \$ - | \$ 69,174 |
| REVENUES: | | | | | | | | | | |
| SB361 Revenue | Various | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Basic Aid | | - | - | - | - | - | - | - | - | - |
| Federal Sources | 8100-8199 | - | - | - | - | - | - | - | - | - |
| Other State Sources | 8600-8699 | - | - | - | - | - | - | - | - | - |
| Other Local Sources | 8800-8899 | \$ 887,891 | \$ 1,002,281 | \$ 1,890,172 | \$ 726,919 | \$ 10,000 | \$ 736,919 | \$ 840,000 | \$ 7,125 | \$ 847,125 |
| Total Revenue | | \$ 887,891 | \$ 1,002,281 | \$ 1,890,172 | \$ 726,919 | \$ 10,000 | \$ 736,919 | \$ 840,000 | \$ 7,125 | \$ 847,125 |
| RESTRICTED BASIC AID | | - | - | - | - | - | - | - | - | - |
| INCOMING TRANSFERS | 8980-8989 | - | - | - | 250,000 | - | 250,000 | 200,000 | - | 200,000 |
| TOTAL SOURCES OF FUNDS | | \$ 1,687,891 | \$ 1,072,281 | \$ 2,760,172 | \$ 976,919 | \$ 10,000 | \$ 986,919 | \$ 1,109,174 | \$ 7,125 | \$ 1,116,299 |
| USES OF FUNDS | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | |
| Academic Salaries | 1000-1999 | - | - | - | - | 200 | 200 | - | - | - |
| Other Staff Salaries | 2000-2999 | 466,299 | 525,116 | 991,415 | 698,162 | - | 698,162 | 799,588 | - | 799,588 |
| Employee Benefits | 3000-3999 | 106,835 | 137,135 | 243,970 | 251,340 | - | 251,340 | 253,236 | - | 253,236 |
| Supplies & Materials | 4000-4999 | 48,000 | 26,000 | 74,000 | 22,411 | 2,717 | 25,128 | 40,550 | - | 40,550 |
| Services & Other Operating | 5000-5999 | 451,757 | 344,030 | 795,787 | 4,911 | 746 | 5,657 | 15,800 | - | 15,800 |
| Capital Outlay | 6000-6999 | 615,000 | 40,000 | 655,000 | 95 | - | 95 | - | - | - |
| Payments to Students | 7500-7699 | - | - | - | - | 6,337 | 6,337 | - | 7,125 | 7,125 |
| Total Expenditures | | 1,687,891 | 1,072,281 | 2,760,172 | 976,919 | 10,000 | 986,919 | 1,109,174 | 7,125 | 1,116,299 |
| OTHER FINANCING USES: | | | | | | | | | | |
| Transfers Out | 7300-7400 | - | - | - | - | - | - | - | - | - |
| Basic Aid Transfers Out | | - | - | - | - | - | - | - | - | - |
| Debt Service | 7100-7199 | - | - | - | - | - | - | - | - | - |
| Total Other Sources (Uses) | | - | - | - | - | - | - | - | - | - |
| TOTAL USES OF FUNDS | | 1,687,891 | 1,072,281 | 2,760,172 | 976,919 | 10,000 | 986,919 | 1,109,174 | 7,125 | 1,116,299 |
| ENDING FUND BALANCE | | - | - | - | - | - | - | - | - | - |
| COMPONENTS OF ENDING BALANCE: | | | | | | | | | | |
| Restricted Balance | | - | - | - | - | - | - | - | - | - |
| Economic Uncertainties | | - | - | - | - | - | - | - | - | - |
| Nondesignated Ending Fund Balance | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

APPENDIX A

The following Funds are used at South Orange County Community College District:

| FUND NUMBER | DESCRIPTION | DEFINITION |
|--------------------|---|--|
| 1 | General Fund | Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds. |
| 7 | Community Education Fund – IVC | IVC provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. |
| 9 | Community Education Fund - Saddleback | Saddleback provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. |
| 12 | Child Development Fund | The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. |
| 15 | Golf Driving Range | This fund is used to account for all the accumulation and expenditure of money for the Saddleback college golf driving range. |
| 40 | Capital Outlay Fund | The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects. |
| 41 | Facilities Corp. Capital Outlay Projects Fund | The District established the Facilities Corporation capital outlay projects fund to account for the expenditures related to the development of ATEP, when it is needed. |

APPENDIX A

| FUND NUMBER | DESCRIPTION | DEFINITION |
|-------------|----------------------------------|--|
| 52 | COPS Capital Lease Payments Fund | The fund is used to account for the accumulation and expenditure of monies for the acquisition or construction of significant capital outlay items, and scheduled maintenance and repairs projects. The fund is used to account for the receipt and expenditure of proceeds from the sale of District bonds. |
| 68 | Self-Insurance Fund | The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and worker's compensation programs. |
| 71 | Retiree Benefits Fund | The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund. |
| 72 | Retiree (OPEB) Trust | This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. |
| 73 | Saddleback Foundation | This fund is used to account for the activities of organizations known as foundations. The foundation provides scholarships for students and supplements the needs of the college. |
| 74 | Irvine Valley College Foundation | This fund is used to account for the activities of organizations known as foundations. The foundation provides scholarships for students and supplements the needs of the college. |
| 75 | District Foundation | This fund is used to account for the activities of organizations known as foundations. The foundation supplements any needs the District may have. |

APPENDIX A

| FUND NUMBER | DESCRIPTION | DEFINITION |
|-------------|--|---|
| 76 | ATEP Foundation | This fund is used to account for the activities of organizations known as foundations. This account may supplement needs the District may have related to ATEP. |
| 84 | Student Financial Aid Fund | This clearing account is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans. |
| 95 | Associated Student Government – Saddleback College | This fund is used to account for moneys held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board. |
| 96 | Associated Student Government-IVC | This fund is used to account for moneys held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board. |
| 99 | District Depository | A clearing account used to deposit bank card payments, cash, and checks received by the District for enrollment fees, material fees, applications, parking fees and fines, health center business, fine art tickets sales, Child Development Center fees, library fines, and career center testing fees. The District deposits this money in Fund 99 and promptly issues a check for deposit by the Orange County Department of Education into Orange County Treasurer Educational Pool. This process is used because the Orange County Department of Education does not accept bank card payments or cash for deposit, nor do they accept the large volume of personal checks processed by the District daily. |

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. Beginning this year, they will be conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there's no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** is referring to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of 'facilities systems'.
- **DRAC** is the SOCCCD's District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is an allocation model for the district. It distributes available general fund unrestricted resources (according to the state funding formula-SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and; 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-3031 is in a 5 volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year that are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also un-liquidated encumbrances. An example of a Long Term Obligation that community colleges typically have is the future retiree benefit liability obligation, due to GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.
- **Other State Adjustments** include state funds such as the excess funds provided to basic aid districts distributed by the State Chancellor's Office when Partnership for Excellence (PFE) was folded into SB 361 for other districts. These monies are not legislatively guaranteed.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that were formerly provided for major repairs of buildings and equipment and had required a local match. For the last few years, state scheduled maintenance funds have not been allocated to community colleges. At the District, the working definition for scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Match** are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both the colleges and the SOCCCD District-Wide Strategic Plan being developed based on several planning documents at both the colleges and district-wide.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through SOCCCD Chancellor's Executive Team and approved by the Board of Trustees for submittal to the State Chancellors' office. This Five Year Construction Plan is the basis for the State Chancellors Office determination of which projects they will consider for funding. All Initial Project Proposals (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by the Capital Improvement Committee to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Tentative 2012-2013 Student Government Budgets

ACTION: Approval

BACKGROUND

The Saddleback College Associated Student Government (ASG) and Associated Students of Irvine Valley College (ASIVC) have developed their tentative budgets for the 2012-2013 academic year. During the spring semester 2012 the Saddleback College ASG tentative budget was ratified by the ASG Senate and was reviewed by the Consultation Council. During the spring semester 2012 the ASIVC tentative budget was reviewed and endorsed by the College Council. Funding for the budgets is derived from the sale of student government stickers and stamps (student activity fee) as well as bookstore and food service commissions. The budgets were established to provide funding for co-curricular programs, scholarships, student initiatives, and student activities, including student clubs.

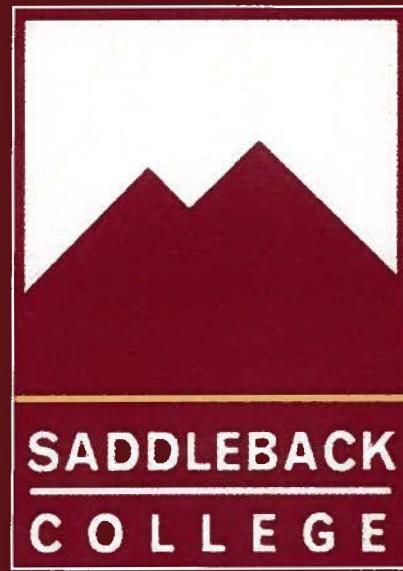
STATUS

The Saddleback College ASG tentative budget for 2012-2013 is presented as Exhibit A. The ASIVC tentative budget for 2012-2013 is presented as Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the 2012-2013 tentative student government budgets as presented in Exhibits A and B.

**Saddleback College
Associated Student Government
Tentative Budget
2012-2013**



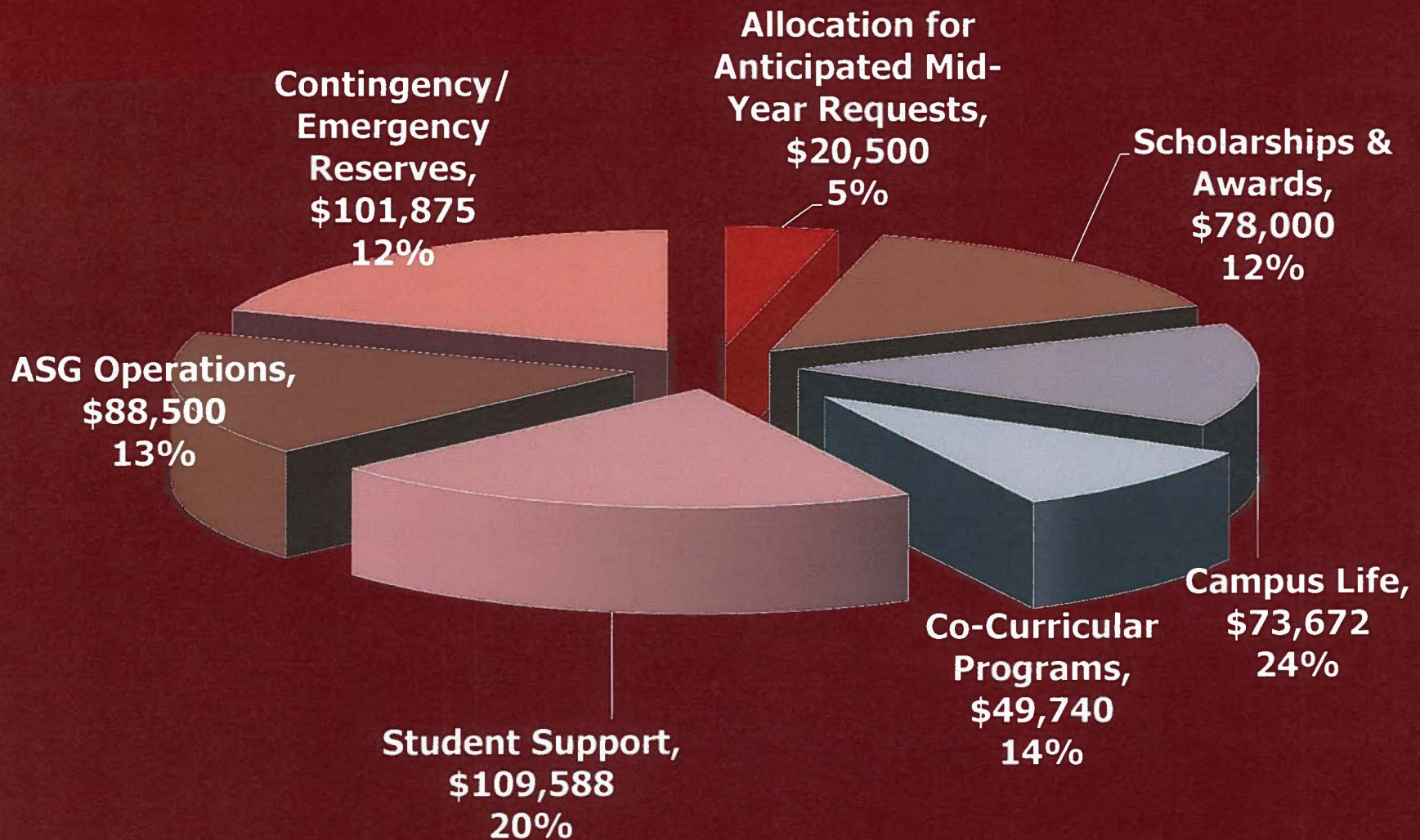
Process

- Projection of revenue
- Funding (grant) request process:
 - Request advisement from division deans and review, discuss, debate, and vote upon funding (grant) requests.
 - Considerations:
 - Direct benefit to currently enrolled Saddleback College students
 - Number of students to benefit
 - Educational impact
 - Enhancement of campus life
 - Division priorities



| Sources Of Funds | |
|---|------------------|
| Estimated Beginning Fund Balance | \$111,875 |
| Minimum Guaranteed Revenue | |
| Bookstore | \$300,000 |
| Cafeteria/Coffee Carts | 25,000 |
| Food Vending | 25,000 |
| Minimum Guaranteed Revenue | \$350,000 |
| ASB Activity Stamp Sales | 60,000 |
| Total Sources of Funds | \$521,875 |
| Uses of Funds | |
| Campus Life | \$73,672 |
| Co-Curricular Programs | \$49,740 |
| Student Support | \$109,588 |
| ASG Operations | \$88,500 |
| Contingency, Allocation for Anticipated Mid-Year Requests, Scholarships | 200,375 |
| Total Uses of Funds | \$521,875 |

Uses of Funds



Campus Life: \$73,672

Programs that aid in recruitment, ensure retention, and support the persistence of all students.



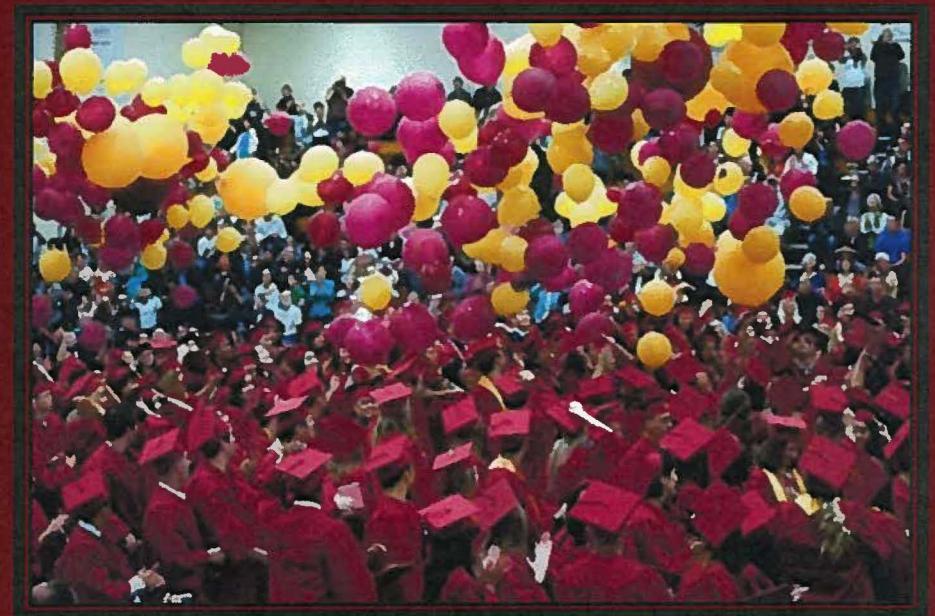
Co-Curricular Programs: \$49,740

Programs that enhance student learning, augmenting the academic experience and helping students achieve both their academic and career goals.



Student Support: \$109,588

Programs, travel awards, and activities that directly support student success. Students would not have the ability to participate if it weren't for ASG funds.



ASG Operations: \$88,500

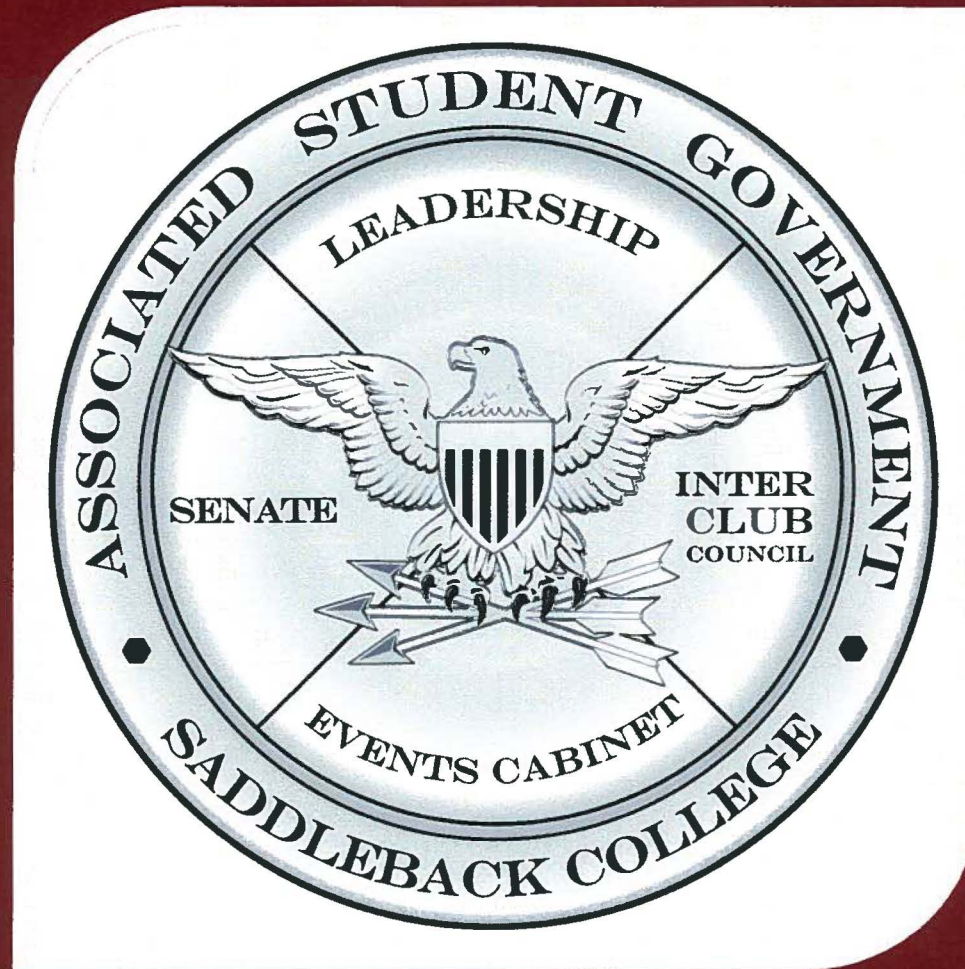
Expenses associated with running and maintaining the ASG programs. Includes funding the FUND Card, copier services, equipment repairs, and the Student Development Office Assistant.



Contingency, Allocation for Anticipated Mid-Year Requests, and Scholarships

| | Amount |
|--|-----------|
| Contingency/Emergency Reserves (ASG Bylaw Mandated Minimum of 10% of Total Projected Revenue) | \$101,875 |
| Allocation for Anticipated Mid-Year Requests (ASG Bylaw Mandated Minimum of 5% of Total Projected Revenue) | \$20,500 |
| Scholarships & Awards (ASG Bylaw Mandated Minimum of 10% of Total Projected Revenue) | \$78,000 |
| Total | \$200,375 |

Questions and Answers



2011-2012 ASG Budget
DRAFT – 6/11/2012

| | A | B | C | D | E | F | G | H | I |
|----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|--------------------------|--------------|----------------------------|
| 1 | 2006-2007 Grant Total | 2007-2008 Grant Total | 2008-2009 Grant Total | 2009-2010 Grant Total | 2010-2011 Grant Total | 2010-2011 Request Title | 2011-2012 Grant Total | AVE GRANTED | 2012-2013 Initial Grant |
| 2 | CSSP | | | | | | | | |
| 3 | | | | | | DSPS Ability Awareness Week | | | 1,153.00 |
| 4 | | | | | | DSPS Student & Volunteer Recognition Dinner | | | 1,153.00 |
| 5 | | | | | | DSPS Student/Co-Curricular Support Program | | | 384.00 |
| 6 | | | | | | Transfer College Fairs | | | 230.00 |
| 7 | | | | | | Evening Transfer College Fairs | | | 0.00 |
| 8 | | | | | | Transfer Day | | | 192.00 |
| 9 | | | | | | Transfer Celebration | | | 2,229.00 |
| 10 | | | | | | Crisis Intervention Program Workshop | | | 0.00 |
| 11 | | | | | | Women's Conference | | | 1,153.00 |
| 12 | | | | | | VETS Resource Fair/VETS Day/Recognition | | | 2,498.00 |
| 13 | | | | | | EOPS Student Recognition | | | 1,153.00 |
| 14 | | | | | | EOPS Winter Workshop | | | 961.00 |
| 15 | | | | | | Learning Resources (Re-Entry/Women) | | | 173.00 |
| 16 | | | | | | EOPS Graduation Caps & Gowns | | | 576.00 |
| 17 | | | | | | Student Athlete Mentorship Program | | | 384.00 |
| 18 | | | | | | Adaptive Kinesiology Mentorship Program | | | 1,153.00 |
| 19 | | | | | | VETS Mentorship Program | | | 1,153.00 |
| 20 | | | | | | New Student/Parent Orientation | | | 231.00 |
| 21 | \$13,800.00 | \$20,550.00 | \$21,800.00 | \$28,575.00 | \$20,847.00 | | \$20,847.00 | \$21,069.83 | \$14,776.00 |
| 22 | Emeritus | | | | | | | | |
| 23 | | | | | | Emeritus Institute Art Show | | | 153.00 |
| 24 | \$1,000.00 | \$1,000.00 | \$1,300.00 | \$1,400.00 | \$999.00 | | \$999.00 | \$1,116.33 | \$153.00 |
| 25 | Fine Arts | | | | | | | | |
| 26 | | | | | | Noon Concert Hour Series | | | 700.00 |
| 27 | | | | | | Speech/Forensics Team Lodging, Meals, & Fees | | | 8,173.00 |
| 28 | | | | | | Guest Artists | | | 2,450.00 |
| 29 | | | | | | Jazz Program | | | 4,500.00 |
| 30 | | | | | | Readers Theater (Speech/Forensics) | | | 100.00 |
| 31 | | | | | | Theater Arts: Travel & Registration | | | 500.00 |
| 32 | | | | | | Art Lecture Series | | | 500.00 |
| 33 | | | | | | Film Festival | | | 2,110.00 |
| 34 | | | | | | CBI National College Media | | | 2,110.00 |
| 35 | | | | | | FILM II Grants | | | 1,000.00 |
| 36 | \$194,550.00 | \$197,800.00 | \$232,000.00 | \$178,125.00 | \$182,453.00 | | \$157,453.00 | \$190,396.83 | \$22,143.00 |
| 37 | HSHS | | | | | | | | |
| 38 | | | | | | Medical Assistant Graduation | | | 100.00 |
| 39 | | | | | | CAADE Conference | | | 1,000.00 |
| 40 | | | | | | Human Services Graduation Reception | | | 300.00 |
| 41 | | | | | | Red Ribbon Substance Abuse Criminal Justice Career Fair | | | 1,000.00 |
| 42 | | | | | | Mid-Year NSNA Convention (CNSA Club) | | | 50.00 |
| 43 | | | | | | CNSA General Meetings | | | 50.00 |
| 44 | | | | | | CNSA Nursing Orientation | | | 50.00 |
| 45 | | | | | | Annual NSNA Convention (CNSA Club) | | | 6,493.00 |

2011-2012 ASG Budget
DRAFT – 6/11/2012

| | A | B | C | D | E | F | G | H | I |
|----|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---|-----------------------|--------------|-------------------------|
| 1 | 2006-2007 Grant Total | 2007-2008 Grant Total | 2008-2009 Grant Total | 2009-2010 Grant Total | 2010-2011 Grant Total | 2010-2011 Request Title | 2011-2012 Grant Total | AVE GRANTED | 2012-2013 Initial Grant |
| 46 | | | | | | CNSA State Convention | | | 1,500.00 |
| 47 | | | | | | Nursing Pinning Ceremony | | | 1,500.00 |
| 48 | \$13,450.00 | \$13,954.00 | \$21,200.00 | \$25,150.00 | \$15,669.00 | | \$15,669.00 | \$17,515.33 | \$12,043.00 |
| 49 | LALR | | | | | | | | |
| 50 | | | | | | Student Journalism Scholarships | | | 6,500.00 |
| 51 | | | | | | Dia De Los Muertos Event | | | 324.00 |
| 52 | | | | | | Gender Conference | | | 324.00 |
| 53 | | | | | | Ramadan Event | | | 325.00 |
| 54 | | | | | | International Film Festival | | | 325.00 |
| 55 | | | | | | Latin Film Festival | | | 325.00 |
| 56 | | | | | | Day of Silence | | | 325.00 |
| 57 | \$19,350.00 | \$21,700.00 | \$30,300.00 | \$20,375.00 | \$19,492.00 | | \$19,492.00 | \$21,784.83 | \$8,448.00 |
| 58 | MSE | | | | | | | | |
| 59 | | | | | | 9th Annual MSE Academic Triathalon | | | 2,243.00 |
| 60 | | | | | | Science Lecture Series | | | 10,000.00 |
| 61 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$19,115.00 | \$15,929.00 | | \$15,929.00 | \$9,495.50 | \$12,243.00 |
| 62 | Office of | | | | | | | | |
| 63 | | | | | | Honors Program Awards | | | 866.00 |
| 64 | \$0.00 | \$0.00 | \$900.00 | \$1,750.00 | \$1,127.00 | | \$1,127.00 | \$817.33 | \$866.00 |
| 65 | PEKA | | | | | | | | |
| 66 | | | | | | American College Dance Festival 2010 | | | 1,537.00 |
| 67 | | | | | | Winter Dance Concert & Dance Collective | | | 0.00 |
| 68 | | | | | | Athletics Team Meals | | | 46,115.00 |
| 69 | | | | | | Athletics Team Lodging | | | 13,835.00 |
| 70 | | | | | | Tim Cartmell/Taiji Workshop | | | 384.00 |
| 71 | | | | | | Athletics Pep Squad Camp Workshop | | | 4,996.00 |
| 72 | \$182,338.00 | \$193,960.00 | \$207,860.00 | \$171,194.00 | \$161,915.00 | | \$144,066.00 | \$176,888.83 | \$66,867.00 |
| 73 | SBS | | | | | | | | |
| 74 | | | | | | Anthropology Conference Student Scholarship Program | | | 2,043.00 |
| 75 | | | | | | Anthropology/Cross-Cultural Studies Brown Bag Lunch | | | 2,043.00 |
| 76 | | | | | | Sociology - ASF and PFLAG | | | 730.00 |
| 77 | | | | | | Women's and Gender Studies | | | 2,044.00 |
| 78 | | | | | | CD/EDUC - Speaker Series | | | 1,460.00 |
| 79 | | | | | | Psychology - Speaker Series | | | 2,662.00 |
| 80 | | | | | | Geography - Conference | | | 1,095.00 |
| 81 | | | | | | Panel Speaker | | | 0.00 |
| 82 | | | | | | GEOG Poster Session | | | 730.00 |
| 83 | \$17,000.00 | \$23,200.00 | \$11,700.00 | \$12,305.00 | \$17,663.00 | | \$17,663.00 | \$16,588.50 | \$12,807.00 |
| 84 | ASG/Student | | | | | | | | |
| 85 | | | | | | Office Assistant Assessment | | | 60,000.00 |
| 86 | | | | | | Homecoming Celebration | | | 2,500.00 |
| 87 | | | | | | Commencement | | | 6,500.00 |
| 88 | | | | | | SCHOLARSHIPS: Book Loan Program | | | 18,000.00 |
| 89 | | | | | | SCHOLARSHIPS: SC Foundation Scholarships | | | 60,000.00 |

2011-2012 ASG Budget
DRAFT – 6/11/2012

| | A | B | C | D | E | F | G | H | I |
|-----|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|--------------------------------|--------------|----------------------------|
| 1 | 2006-2007 Grant Total | 2007-2008 Grant Total | 2008-2009 Grant Total | 2009-2010 Grant Total | 2010-2011 Grant Total | 2010-2011 Request Title | 2011-2012 Grant Total | AVE GRANTED | 2012-2013 Initial Grant |
| 90 | | | | | | Campus Life Program | | | 21,092.00 |
| 91 | | | | | | Simplicity Fees | | | 3,000.00 |
| 92 | | | | | | Allocation for Anticipated Mid-Year Requests | | | 20,500.00 |
| 93 | \$139,000.00 | \$143,000.00 | \$219,500.00 | \$223,745.00 | \$236,324.00 | | \$236,324.00 | \$199,648.83 | \$191,592.00 |
| 94 | Stamp | | | | | | | | |
| 95 | | | | | | ASB Fund Card Purchase Agreement | | | \$ 11,250.00 |
| 96 | | | | | | Inter-Club Council Programming Operations | | | 14,500.00 |
| 97 | | | | | | ASG Leadership Training Retreats | | | 2,562.00 |
| 98 | | | | | | Duplication | | | 3,000.00 |
| 99 | | | | | | Clothing | | | 1,200.00 |
| 100 | | | | | | Supplies | | | 3,000.00 |
| 101 | | | | | | Copier Agreement | | | 350.00 |
| 102 | | | | | | Credit Card Fee | | | 45.00 |
| 103 | | | | | | Postage | | | 500.00 |
| 104 | | | | | | End of the Year Banquet | | | 1,200.00 |
| 105 | | | | | | Multicultural Week | | | 1,800.00 |
| 106 | | | | | | Marketing | | | 1,518.00 |
| 107 | | | | | | Diversity Student Council | | | 1,500.00 |
| 108 | | | | | | Move Ticket Consignment | | | 3,500.00 |
| 109 | | | | | | Amusement Park Ticket Consignment | | | 375.00 |
| 110 | | | | | | Senate Programming Allocation | | | 6,000.00 |
| 111 | | | | | | Events Cabinet Programming | | | 6,500.00 |
| 112 | | | | | | Earth Week | | | 500.00 |
| 113 | | | | | | Awareness Week | | | 700.00 |
| 114 | | | | | | | \$60,000.00 | | \$60,000.00 |
| 115 | Services | | | | | | | | |
| 116 | | | | | | Outreach -- Welcome Fest | | | 2,500.00 |
| 117 | | | | | | Child Development Center -- Funding Awards for Students | | | 15,562.00 |
| 118 | 29,870.00 | 29,270.00 | 33,200.00 | 38,275.00 | 35,284.00 | | \$35,284.00 | 33,530.50 | \$18,062.00 |
| 119 | | | | | | | | | |
| 120 | | | | | | | <i>Current Estimate 6/4/12</i> | | <i>101,875.00</i> |
| 121 | 2006-2007 | 2007-2008 | 2008-2009 | 2009-2010 | Total | | Total | TOTAL AVE | |
| 122 | \$619,278.00 | \$653,465.00 | \$789,660.00 | \$722,259.00 | \$672,418.00 | | \$724,853.00 | \$748,852.67 | \$521,875.00 |

2011-2012 ASG Budget
DRAFT – 6/11/2012

| | A | B | C | D | E | F | G | H | I |
|-----|---|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------|--------------------------|-------------|----------------------------|
| 1 | 2006-2007 Grant Total | 2007-2008 Grant Total | 2008-2009 Grant Total | 2009-2010 Grant Total | 2010-2011 Grant Total | 2010-2011 Request Title | 2011-2012 Grant Total | AVE GRANTED | 2012-2013 Initial Grant |
| 123 | | | | | | | | | |
| 124 | Total Projected Revenue | | | | | | | | |
| 125 | Bookstore | | | \$ 300,000.00 | | | | | |
| 126 | Cafeteria | | | \$ 25,000.00 | | | | | |
| 127 | Coffee Carts & Vending | | | \$ 25,000.00 | | | | | |
| 128 | ASB Stamp | | | \$ 60,000.00 | | | | | |
| 129 | Total | | | \$ 410,000.00 | | | | | |
| 130 | | | | | | | | | |
| 131 | Estimated Beginning Balance | | | \$ 10,000.00 | | | | | |
| 132 | | | | | | | | | |
| 133 | Estimated Emergency Reserve | | | | | | | | |
| 134 | OCTFCU | | | \$100,479.54 | | | | | |
| 135 | LAIF | | | \$1,395.46 | | | | | |
| 136 | Total | | | \$101,875.00 | | | | | |
| 137 | | | | | | | | | |
| 138 | Mandatory Minimum Allocations Per Bylaws (based on projected | | | | | | | | |
| 139 | | | | Minimum | Actual | | | | |
| 140 | Scholarships | | | \$41,000 | \$78,000 | | | | |
| 141 | Reserve for Mid-Year Allocations | | | \$20,500 | \$20,500 | | | | |
| 142 | Emergency Reserve | | | \$41,000 | \$101,875 | | | | |
| 143 | Totals | | | \$102,500 | \$200,375 | | | | |

ASG Budget 2011-2012
Aggregate Categories

| | A | B | C | D | E |
|----|--------------------|--|-------------------|-------------------|-------------------|
| 1 | Division Sponsor | Request Title | Granted 2010-2011 | Granted 2011-2012 | Granted 2011-2012 |
| 2 | Campus Life | | | | |
| 3 | ASG | ASG All Student BBQs | \$2,500 | \$3,500 | \$0 |
| 4 | Found | Alumni Association -- Homecoming Pre-Game BBQ | \$1,000 | \$0 | \$0 |
| 5 | Found | Alumni Association -- Newsletter | \$500 | \$0 | \$0 |
| 6 | FA | Art Lecture Series | \$1,000 | \$860 | \$500 |
| 7 | ASG | ASG Events Cabinet Programming Budget | \$3,000 | \$3,000 | \$6,500 |
| 8 | ASG | ASG Homecoming Celebration | \$2,550 | \$2,550 | \$2,500 |
| 9 | ASG | ASG Multicultural Month | \$1,800 | \$1,800 | \$1,800 |
| 10 | ASG | ASG Senate Programming Budget | \$6,000 | \$6,000 | \$6,000 |
| 11 | ASG | ASG Awareness Week | \$700 | \$700 | \$700 |
| 12 | ASG | ASG Earth Week | \$500 | \$500 | \$500 |
| 13 | SBS | CD/EDUC - Speaker Series | \$2,000 | \$2,000 | \$1,460 |
| 14 | LA | Day of Silence | \$800 | \$800 | \$325 |
| 15 | LA | Dia De Los Muertos Event | \$800 | \$800 | \$324 |
| 16 | ASG | Diversity Student Council Programming Budget | \$1,500 | \$1,500 | \$1,500 |
| 17 | FA | Film Festival | \$2,000 | \$1,720 | \$2,110 |
| 18 | FA | Gallery - Contracted Services | \$2,000 | \$1,720 | \$0 |
| 19 | FA | Gallery- Duplication | \$3,000 | \$2,580 | \$0 |
| 20 | FA | Gallery- Food Supplies | \$0 | \$543 | \$0 |
| 21 | FA | Gallery- Supplies | \$2,000 | \$1,720 | \$0 |
| 22 | FA | Guest Artists | \$6,000 | \$5,160 | \$2,450 |
| 23 | FA | Instrumental Music: Supplies & Contracted Services | \$11,000 | \$9,460 | \$0 |
| 24 | ASG | Inter-Club Council Operations | \$19,500 | \$14,500 | \$14,500 |
| 25 | LA | International Film Festival | \$1,500 | \$1,500 | \$325 |
| 26 | FA | Jazz Program | \$4,000 | \$3,440 | \$4,500 |
| 27 | LA | Latin Film Festival | \$1,000 | \$1,000 | \$325 |
| 28 | SBS | Panel Speaker | \$1,000 | \$0 | \$0 |
| 29 | SBS | Psychology - Speaker Series | \$3,663 | \$3,663 | \$2,662 |
| 30 | LA | Ramadan Event | \$1,200 | \$1,200 | \$325 |
| 31 | SBS | Sociology - ASF and PFLAG | \$1,000 | \$1,000 | \$730 |
| 32 | FA | Theater Arts: Contract Services | \$61,953 | \$53,280 | \$0 |
| 33 | FA | Theater Arts: Rents & Leases | \$20,000 | \$17,200 | \$0 |
| 34 | FA | Theater Arts: Supplies | \$40,000 | \$34,400 | \$0 |
| 35 | FA | Theater Arts: Travel & Registration | \$2,000 | \$1,720 | \$500 |
| 36 | FOUND | Veterans Memorial | \$1,000 | \$0 | \$0 |
| 37 | SBS | Women's and Gender Studies | \$2,500 | \$3,000 | \$2,044 |

| | A | B | C | D | E |
|----|----------------------|--|-------------------|-------------------|-------------------|
| 1 | Division Sponsor | Request Title | Granted 2010-2011 | Granted 2011-2012 | Granted 2011-2012 |
| 38 | ASG | Student Development Office: Campus Life Program | \$0 | \$22,674 | \$21,092 |
| 39 | | Rollover Grants | | \$29,720 | \$0 |
| 40 | | Total Campus Life | \$210,966 | \$235,210 | \$73,672 |
| 41 | Co-Curricular | | | | |
| 42 | MSE | MSE Academic Triathlon | \$3,000 | \$3,200 | \$2,243 |
| 43 | ATAS | Fashion Show | \$1,147 | \$1,147 | \$0 |
| 44 | PEKA | American College Dance Festival 2010 | \$2,000 | \$2,000 | \$1,537 |
| 45 | LA | Annual Journalism Banquet | \$850 | \$850 | \$0 |
| 46 | HSHS | Annual NSNA Convention (CNSA Club) | \$7,437 | \$7,437 | \$6,493 |
| 47 | SBS | Anthropology Conference Student Scholarship Program | \$2,500 | \$2,500 | \$2,043 |
| 48 | SBS | Anthropology/Cross-Cultural Studies Brown Bag Lunch Speaker Series | \$2,500 | \$2,500 | \$2,043 |
| 49 | PEKA | Athletic Team Officials Fees | \$30,000 | \$30,000 | \$0 |
| 50 | PEKA | Athletics Pep Squad Camp Workshop | \$6,500 | \$6,500 | \$4,996 |
| 51 | PEKA | Athletics Post-Season/Playoffs | \$10,815 | \$4,566 | \$0 |
| 52 | HSHS | CAADE Conference | \$1,034 | \$1,124 | \$1,000 |
| 53 | FA | CBI National College Media | \$4,000 | \$3,440 | \$2,110 |
| 54 | FA | Choral & Vocal Music Contracted Services | \$5,000 | \$4,300 | \$0 |
| 55 | FA | Choral & Vocal Music Supplies | \$4,000 | \$3,440 | \$0 |
| 56 | HSHS | CNSA General Meetings | \$147 | \$147 | \$50 |
| 57 | HSHS | CNSA Nursing Orientation | \$100 | \$100 | \$50 |
| 58 | HSHS | CNSA State Convention | \$2,444 | \$2,444 | \$1,500 |
| 59 | EI | Emeritus Institute Art Show | \$200 | \$199 | \$153 |
| 60 | LA | ESL: International Voice Magazine | \$2,000 | \$2,000 | \$0 |
| 61 | PEKA | Game Workers | \$8,900 | \$6,500 | \$0 |
| 62 | LA | Gender Conference | \$1,500 | \$1,500 | \$324 |
| 63 | SBS | Geography - Poster Session | \$0 | \$1,000 | \$730 |
| 64 | SBS | Geography - Conference | \$1,500 | \$1,000 | \$1,095 |
| 65 | PEKA | High School Dance Concert | \$250 | \$0 | \$0 |
| 66 | OI | Honors Conference | \$960 | \$960 | \$0 |
| 67 | OI | Honors Program Awards | \$106 | \$106 | \$866 |
| 68 | OI | Honors Recognition Ceremony | \$61 | \$61 | \$0 |
| 69 | HSHS | Medical Assistant Graduation | \$270 | \$270 | \$100 |
| 70 | HSHS | Mid-Year NSNA Convention (CNSA Club) | \$78 | \$78 | \$50 |
| 71 | FA | Noon Concert Hour Series | \$2,000 | \$1,720 | \$700 |
| 72 | HSHS | Promotional: Medical Assistant Program | \$80 | \$0 | \$0 |

**2011-2012 Saddleback College ASG Budget
Grants by Aggregate Category – FINAL**

| | A | B | C | D | E |
|-----|------------------|---|-------------------|-------------------|-------------------|
| 1 | Division Sponsor | Request Title | Granted 2010-2011 | Granted 2011-2012 | Granted 2011-2012 |
| 73 | FA | Readers Theater (Speech/Forensics) | \$500 | \$430 | \$100 |
| 74 | EI | Reflections, A Student Anthology | \$799 | \$800 | \$0 |
| 75 | MSE | Science Lecture Series | \$12,000 | \$12,500 | \$10,000 |
| 76 | FA | Speech/Forensics Team Lodging, Meals, & Fees | \$10,000 | \$8,600 | \$8,173 |
| 77 | LA | The Wall Literary Magazine | \$6,500 | \$6,500 | \$0 |
| 78 | PEKA | Tim Cartmell/Taiji Workshop | \$500 | \$500 | \$384 |
| 79 | PEKA | Winter Dance Concert 2009 and Dance Collective 2010 | \$2,000 | \$0 | \$0 |
| 80 | ASG | Community by Symplicity Software Fees | \$0 | \$0 | \$3,000 |
| 81 | | Rollover Grants | \$0 | \$29,720 | \$0 |
| 82 | | Total Co-Curricular | \$133,678 | \$150,139 | \$49,740 |
| 83 | | ASG Operations | | | |
| 84 | ASG | Copier Agreement | \$0 | \$350 | \$350 |
| 85 | ASG | Credit Card Fees | \$45 | \$45 | \$45 |
| 86 | ASG | Duplication | \$3,000 | \$3,000 | \$3,000 |
| 87 | ASG | End of the Year Banquet | \$1,200 | \$1,200 | \$1,200 |
| 88 | ASG | Leadership Training Retreats | \$6,812 | \$2,562 | \$2,562 |
| 89 | ASG | Movie Ticket Consignment | \$3,500 | \$3,500 | \$3,500 |
| 90 | ASG | Polos/Shirts/Uniforms | \$0 | \$1,200 | \$1,200 |
| 91 | ASG | Postage | \$500 | \$500 | \$500 |
| 92 | ASG | Stamp Discount Card | \$19,000 | \$11,250 | \$11,250 |
| 93 | ASG | Student Development Office Assistant Assessment | \$70,550 | \$80,550 | \$60,000 |
| 94 | ASG | Student Development/ASG Marketing | \$1,518 | \$1,518 | \$1,518 |
| 95 | ASG | Supplies | \$3,000 | \$3,000 | \$3,000 |
| 96 | ASG | Amusement Park Ticket Consignment | \$375 | \$375 | \$375 |
| 97 | | Total ASG Operations | \$109,500 | \$109,050 | \$88,500 |
| 98 | | Student Support | | | |
| 99 | ASG | ASG Emergency Loan Program | \$3,000 | \$0 | \$0 |
| 100 | PEKA | Athletics Team Entry Fees | \$22,950 | \$16,000 | \$0 |
| 101 | PEKA | Athletics Team Lodging | \$18,000 | \$18,000 | \$13,835 |
| 102 | PEKA | Athletics Team Meals | \$60,000 | \$60,000 | \$46,115 |
| 103 | SS | Child Development Center Student Scholarships | \$11,093 | \$11,093 | \$15,562 |
| 104 | SBS | CDIS Information Nights | \$1,000 | \$1,000 | \$0 |
| 105 | ASG | Commencement | \$10,200 | \$8,000 | \$6,500 |
| 106 | CSSP | Crisis Intervention Program Workshop | \$375 | \$0 | \$0 |
| 107 | CSSP | DSPS Ability Awareness Week | \$1,500 | \$1,500 | \$1,153 |
| 108 | CSSP | DSPS Ride the Wave | \$1,000 | \$200 | \$0 |

| | A | B | C | D | E |
|-----|------------------|---|-------------------|-------------------|-------------------|
| 1 | Division Sponsor | Request Title | Granted 2010-2011 | Granted 2011-2012 | Granted 2011-2012 |
| 109 | CSSP | DSPS Student & Volunteer Recognition Dinner | \$1,450 | \$1,500 | \$1,153 |
| 110 | CSSP | DSPS Student/Co-Curricular Support Program | \$1,000 | \$500 | \$384 |
| 111 | CSSP | EOPS Graduation Caps & Gowns | \$1,000 | \$750 | \$576 |
| 112 | CSSP | EOPS Student Recognition | \$1,500 | \$1,500 | \$1,153 |
| 113 | CSSP | EOPS Winter Workshop | \$1,500 | \$1,250 | \$961 |
| 114 | CSSP | Evening Transfer College Fairs | \$150 | \$0 | \$0 |
| 115 | SS | Family Night (Outreach) | \$2,762 | \$2,762 | \$0 |
| 116 | FA | Film II Grants | \$2,000 | \$1,720 | \$1,000 |
| 117 | FOUND | Foundation Gala | \$1,000 | \$0 | \$0 |
| 118 | HSHS | Human Services Graduation Reception | \$400 | \$400 | \$300 |
| 119 | HSHS | Human Services Promotional | \$10 | \$0 | \$0 |
| 120 | SS | International Students Office Programming | \$703 | \$703 | \$0 |
| 121 | CSSP | JAWS -- Junior Athletic Wheelchair Camp | \$4,000 | \$1,300 | \$0 |
| 122 | CSSP | Learning Resources (Re-Entry/Women) | \$225 | \$225 | \$173 |
| 123 | HSHS | Nursing Pinning Ceremony | \$2,500 | \$2,500 | \$1,500 |
| 124 | HSHS | Red Ribbon Substance Abuse Criminal Justice Career Fair | \$1,169 | \$1,169 | \$1,000 |
| 125 | SS | Scholarship Ceremony (Student aspects) | \$9,210 | \$9,210 | \$0 |
| 126 | SS | Senior Day (Outreach) | \$7,118 | \$7,118 | \$0 |
| 127 | MSE | SM Lobby Furniture | \$929 | \$229 | \$0 |
| 128 | SS | Student Ambassadors (Outreach) | \$892 | \$892 | \$0 |
| 129 | CSSP | Transfer Celebration | \$3,247 | \$2,900 | \$2,229 |
| 130 | CSSP | Transfer College Fairs | \$213 | \$300 | \$230 |
| 131 | CSSP | Transfer Day | \$187 | \$250 | \$192 |
| 132 | CSSP | Veterans Awareness | \$2,000 | \$3250 | \$2,498 |
| 133 | SS | Welcome Week (Formerly Welcome Fest) | \$3,506 | \$3,506 | \$2,500 |
| 134 | CSSP | Women's Conference | \$1,500 | \$1,500 | \$1,153 |
| 135 | CSSP | Career Athlete Mentorship Program | \$0 | \$500 | \$384 |
| 136 | CSSP | Kinesiology Mentorship Program | \$0 | \$1,500 | \$1,153 |
| 137 | CSSP | VETS Mentorship Program | \$0 | \$1,500 | \$1,153 |
| 138 | CSSP | Career Packets for Students with Needs | \$0 | \$122 | \$0 |
| 139 | CSSP | New Student/Parent Orientation | \$0 | \$300 | \$231 |
| 140 | LA | Student Journalism Scholarships | \$3,342 | \$800 | \$6,500 |
| 141 | LA | PTK Conference/Travel | \$0 | \$2,542 | \$0 |
| 142 | | Rollover Grants | \$0 | \$27,936 | \$0 |
| 143 | | Total Student Support | \$182,631 | \$196,427 | \$109,588 |

**2011-2012 Saddleback College ASG Budget
Grants by Aggregate Category – FINAL**

| | A | B | C | D | E |
|-----|-------------------------|--|--------------------------|--------------------------|--------------------------|
| 1 | Division Sponsor | Request Title | Granted 2010-2011 | Granted 2011-2012 | Granted 2011-2012 |
| 144 | | Totals by Year | \$636,775 | \$690,826 | \$321,500 |
| 145 | | Contingency, Allocation for Anticipated Mid-Year Requests, Scholarships | | \$245,950 | \$200,375 |
| 146 | | | Grand Total | \$936,776 | \$521,875 |

Associated Students of Irvine Valley College

Tentative
Budget
2012-2013



Process

- The Associated Students of Irvine Valley College (ASIVC) Budget Process is dictated by our Constitution and Bylaws.
- Requests for ASIVC Funds are sent out in February to the college community – request deadline is April.
- The Budget and Finance Committee (BFC) meets after ASIVC Spring Elections (April), to review all requests submitted for funding.
- The BFC determines the funds available for allocations: Guaranteed and Estimated Income.
- The BFC looks at the History (two years) of allocations, current requests, and calculates the total amount of requests for 2012-2013 and compares the requests to actual income.
- Members of the BFC reviews, discusses, and votes on each request separately, maintaining a balanced budget throughout the process.

| Sources Of Funds | |
|---|-------------------|
| Beginning Fund Balance | \$ 157,000 |
| Minimum Guaranteed Revenue | |
| Bookstore | \$ 350,000 |
| Cafeteria/Vending | 50,000 |
| Less College Assessments (Utilities/Office Assistant) | -95,500 |
| Minimum Guaranteed Revenue | \$ 461,500 |
| ASB Activity Sticker Sales | 45,000 |
| Miscellaneous (Summer Bookstore/Cafeteria commission) | 15,000 |
| Total Sources of Funds | \$ 511,500 |
| Uses of Funds | |
| Campus Life | \$ 47,000 |
| Co-Curricular Programs | 239,536 |
| ASIVC Operations | 17,800 |
| Contingency, Mid-Year Requests, Scholarships | 152,464 |
| Student Support | 54,700 |
| Total Uses of Funds | \$ 511,500 |

Campus Life: \$47,000

Campus Life are programs that provide participation for students at IVC to experience the same opportunities that they would have at four year universities.

Co-Curricular Programs: \$239,536

Co-Curricular funds support the competitive programs that enhance student success, contribute to retention, offer a national/state academic experience for students, involvement on campus, and fulfill Accreditation requirements.

ASIVC Operations: \$17,800

ASIVC funding covers operational costs of the student government offices, contract maintenance agreements for printers, copiers, and repairs of equipment in the cafeteria and bookstore.

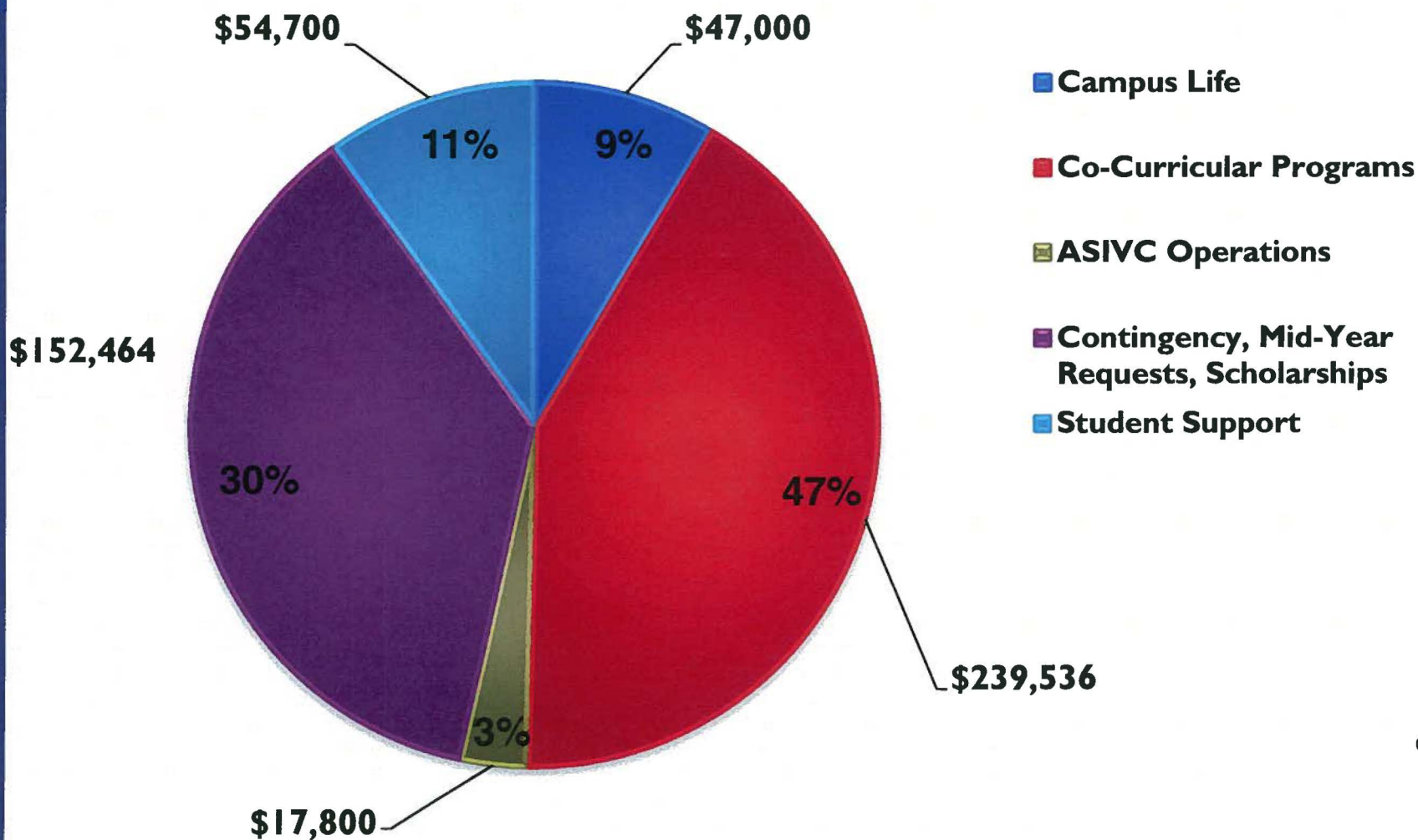
Student Support: \$54,700

These are the program grants that are supported by ASIVC funding that have far reaching effect on all IVC students, validate their success, and provide opportunities to prepare for their majors.

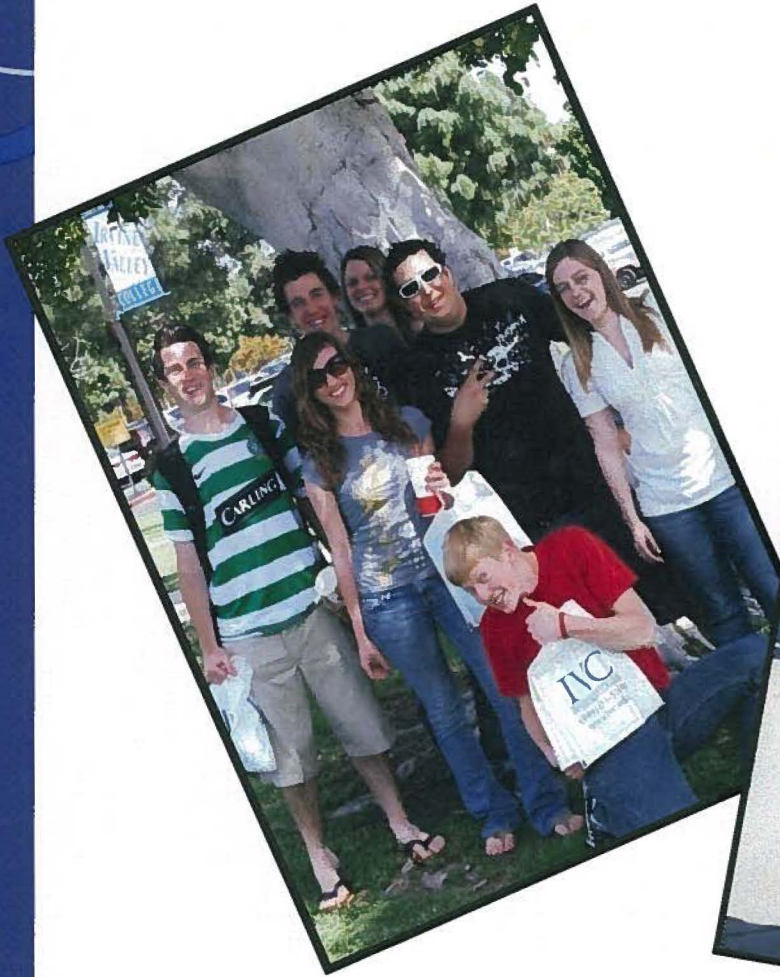
Contingency, Mid-Year Requests, and Scholarships: \$152,464

| | Amount |
|--|----------|
| Contingency/Emergency Reserves | \$51,150 |
| Allocation for Anticipated Mid-year Requests | \$41,314 |
| Scholarship | \$60,000 |

Uses of Funds Pie Chart



Questions and Answers



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Maintenance Management and Facility Planning Software and Implementation

ACTION: Approval

BACKGROUND

On April 26, 2010, Irvine Valley and Saddleback Colleges presented a twenty year scheduled maintenance plan to the Board of Trustees who requested that both colleges plan and present these needs uniformly. A district-wide committee, the Capital Improvement Committee (CIC), investigated the cost and feasibility of implementing a computerized maintenance management system (CMMS) and facility planning software system (FPSS) capable of providing facility asset management, predicting maintenance needs and identifying budgetary needs consistently between campuses. Once implemented, this software will permit staff to develop a uniform twenty year scheduled maintenance plan that serves as a driving document for resource planning.

STATUS

CIC identified the components (Exhibit A) required to obtain and implement an effective scheduled maintenance/facilities planning system. They are: 1) purchase the software, 2) perform assessment, upload information, and train staff, 3) manage implementation and 4) integration with the California community college's FUSION database.

- 1) Purchase the Software: CIC targeted firms with significant knowledge of California's higher education facilities systems narrowing evaluation to two firms, SchoolDude and Maintenance Connections. SchoolDude alone met the criteria to provide tools to evaluate scheduled maintenance needs, coordinate with capital project planning and research and develop software integration with the state's FUSION database. The committee recommends SchoolDude as the vendor to provide CMMS and FPSS software. (Exhibit B)
- 2) Perform assessment, upload information and train staff: CIC determined the need for outside assistance to perform condition assessments, upload information into the software, and train staff. CIC recommends Alpha Facilities Solution as the firm most qualified to perform these services. (Exhibit C)

- 3) Manage Implementation: CIC evaluated district and college staff resources and determined a need for an outside consultant to coordinate and manage the onsite visits necessary for condition assessments, coordinate college staff interviews, overall contract management and schedule compliance, and to coordinate training and turn over. (Exhibit D)
- 4) Integration with FUSION Database: FUSION is the California Community Colleges' web-based system used to manage building and program planning. A recent geographic information system (GIS) collaborative of campuses and buildings make FUSION the largest cloud computing Building Information Modeling (BIM) platform available. Included in the effort to maximize this platform is module development for physical plant scheduling and scheduled maintenance planning. SOCCCD's contribution to this effort could result in a scheduled maintenance module that permits a real time understanding of scheduled maintenance needs. The Foundation for California Community Colleges is the lead agency for FUSION development and an agreement to address initial development for the scheduled maintenance module is attached. (Exhibit E) A set aside is requested in the project budget in the event additional efforts are necessary to arrive at a functioning module.

In addition to these four components, each college identified the cost of the additional burden on their staffs to implement a new system and a project contingency has been identified to address any unforeseen cost. Total first year costs are \$703,620 with an on-going cost equal to \$29,124/year. Estimated time for implementation is one year from Board approval and authorizations to proceed.

The project funding request was evaluated by various participatory governance committees including the Basic Aid Allocation Resource Committee and is recommended for approval to the Board of Trustees during this June Board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve staff to finalize and execute contracts with SchoolDude, Alpha Facilities Inc., Facilities Planning and Program Service, Inc. and the Foundation for California Community Colleges per amounts identified in Exhibit A and in accordance with Board approval of the Basic Aid Allocation Resource Committee recommendation for this item.

Project Title: 20 Yr Facilities, Renovation, & Sched. Maint. Plan Facilities System Project
Date of Estimate: 3/26/2012

| | Year One Investment | Annual Renewal |
|--|--------------------------------|---------------------------|
| School Dude CMMS and FPSS | | |
| Year one Investment Saddleback | 21,100 | 15,650 |
| Year one Investment Irvine Valley | 15,250 | 11,474 |
| School Dude Implementation Cost | \$ 36,350 | \$ 27,124 |
| | | |
| Alpha Facility Condition Assessment | | |
| FCA Level 1 and Equipment Inv | 156,000 | |
| FCA HVAC In-Depth Inventory | 52,000 | |
| Alpha Implementation Cost | 208,000 | |
| | | |
| FPPS Implementation Consultant | | |
| Specialty Implementation Consultant | 75,000 | - |
| FPPS Implementation Cost | 75,000 | - |
| | | |
| Onuma FUSION Coordination | | |
| Initial Condition Assessment Input | 65,000 | |
| Annual License | 2,000 | 2,000 |
| Onuma Implementation Cost | 67,000 | 2,000 |
| | | |
| FUSION Database Development | 80,000 | |
| | | |
| Colleges Implementation Costs | | |
| Contractor or temp employee | 120,000 | |
| College Implementation Costs | 120,000 | |
| | | |
| Project Subtotal | 586,350 | 29,124 |
| 20% Contingency | 117,270 | |
| | | |
| TOTAL Project Implementation Costs | \$ 703,620 | \$ 29,124 |

SOFTWARE LICENSING AGREEMENT- SCHOOLDUDE SYSTEM ONLINE ACCESS
SADDLEBACK COLLEGE AND IRVINE VALLEY COLLEGE

THIS AGREEMENT is hereby entered into this 1st day of July, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and SchoolDude.com, 11000 Regency Parkway, Suite 200, Cary, NC 27518, (877) 868-3833 hereinafter referred to as "SCHOOLDUDE."

The parties agree as follows:

ARTICLE 1: BASIC SERVICES

1.1 Software Services: Services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the System Implementation Manager; (b) the Condition Assessment Consultant; and (c) the State FUSION database; and (e) others providing services in connection with scheduled maintenance and capital projects. SCHOOLDUDE confirms the adequacy and sufficiency of the SchoolDude web-based software addressing facilities management, long-range planning, pro-active and pre-emptive maintenance and efficient work order process.

1.2 Key Individual Assignments. SCHOOLDUDE shall designate Steven Abee, Senior Project Manager. So long as his performance continues to be acceptable to the DISTRICT, this named individual shall remain assigned to assist the district with their software support. If dissatisfied with any performance, DISTRICT has the right and can be expected to request replacement.

1.3 Phases of Basic Services. SCHOOLDUDE shall provide and perform the Basic Services for the use of the service, training, and implementation of SchoolDude at Irvine Valley College and Saddleback College and that of the alignment with the statewide software FUSION as more particularly described in this Agreement. The Basic Services shall be performed and completed in a series of sequential phases, generally described as: SchoolDude Online Access Use, Data Transmission, Storage and Unlimited Training and Support including Alignment to California Community Colleges Data Services and FUSION.

1.3.1 SchoolDude service includes the following:

1.3.1.1 MaintenanceDirect – Maintenance Work Order Solution

1.3.1.2 PMDirect – Scheduled/Recurring Maintenance Work Orders

1.3.1.3 PlanningDirect – Capital Planning Solution

1.3.1.4 MySchoolDude – Online Client Community

1.3.2 SchoolDude unlimited training and support for the following:

1.3.2.1 MaintenanceDirect

1.3.2.2 PMDirect

1.3.2.3 PlanningDirect

1.3.2.4 PlanningDirect Orientation

- 1.4 California Community Colleges Data Services and Fusion Alignment. The scope of SCHOOLDUDE's Basic Services and obligations of the Basic Services shall be as set forth herein.
- 1.5 Restrictions. DISTRICT is permitted to store, manipulate, analyze, reformat, print, and display the Content only for DISTRICT's use. Unauthorized use of the Service, or the resale of the Services, is expressly prohibited. DISTRICT shall not copy, license, sell, transfer, make available, distribute, or assign this license or the Content to any third party.
- 1.6 User Accounts. A user account is required to access the Service and may be accessed and used only by those authorized individuals who are registered with SCHOOLDUDE. To open a user account, DISTRICT will complete the registration process by providing SCHOOLDUDE with current, complete and accurate information as prompted by the registration form. In registering for the Service, DISTRICT agrees to submit accurate, current and complete information about organization, and promptly update such information. Should SCHOOLDUDE suspect that such information is faulty (untrue, inaccurate, not current or incomplete) SCHOOLDUDE has the right to investigate and upon confirmation of faulty information may suspend or terminate DISTRICT usage of the Service after providing a thirty day notice of intent to terminate. DISTRICT will choose a personal, non-transferable password. User accounts cannot be "shared" or used by more than one individual.
- 1.7 Account Information and Data. SCHOOLDUDE does not own any data, information or material that DISTRICT submits to the Service ("Data"), unless SCHOOLDUDE specifically identifies otherwise before DISTRICT submits it. CONSULTNAT will not monitor, edit, or disclose any information regarding DISTRICT or DISTRICT account, including any Data, without prior permission except in accordance with this Agreement. SCHOOLDUDE does provide statistical information such as usage, average costs or time values, or user traffic patterns in aggregate form to third parties or to service subscribers, but such information will not include personally identifying information about DISTRICT or DISTRICT organization. SCHOOLDUDE may access DISTRICT account, including its Data, to respond to service or technical problems or as stated in this Agreement. DISTRICT, not SCHOOLDUDE, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and SCHOOLDUDE shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. SCHOOLDUDE has an online privacy policy available for review.
- 1.8 Cookies. Cookies are files that a web browser places on a computer's hard drive and are used to tell SCHOOLDUDE whether DISTRICT has visited the Service previously. SCHOOLDUDE uses a persistent cookie to help save and retrieve usernames used on the Service. SCHOOLDUDE issues a session cookie only to record encrypted authentication information for the duration of a specific session. The session cookie does not include either the username or password of the user.

ARTICLE 2: DISTRICT RESPONSIBILITIES.

2.1. DISTRICT Information. The DISTRICT shall provide full information regarding the software needs including the DISTRICT's objectives, schedule requirements for implementation, and other constraints and requirements which may affect the implementation and use.

2.3 DISTRICT Consultants. Other consultants required or desired by the DISTRICT in connection with the implementation and use of the software shall be retained and paid for by the DISTRICT. Such other consultants include, but may

not be limited to, facility assessment services, software implementation management services, and current consultants responsible for FUSION. SCHOOLDUDE shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

2.4 Software User Responsibilities. DISTRICT is solely responsible for any and all activities that occur under DISTRICT account and ensuring that users exit or log-off from account at the end of each session of use. DISTRICT shall notify SCHOOLDUDE immediately of any unauthorized use of password or account or any other breach of security that is known or suspected by DISTRICT. DISTRICT shall also use best efforts to stop immediately any copying or distribution of Content that is known or suspected. SCHOOLDUDE shall not be responsible for any unauthorized access to, or alteration of, DISTRICT transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by SCHOOLDUDE, or any transactions entered into through the Service or failure to abide by this Agreement.

ARTICLE 3: SCHOOLDUDE COMPENSATION

3.1 Contract Price for Basic Services. The Contract Price for the SCHOOLDUDE’s performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

Irvine Valley College

Enrollment Range: 7,500 – 9,999 (FTE)

First Year Cost:

| | | |
|--|------------------------|---------------------|
| MaintenanceDirect – Maintenance Work Order Solution | 1 year (annual) | \$5,495.00 |
| PMDirect – Scheduled/Recurring Maintenance Work Orders | 1 year (annual) | \$2,198.00 |
| PlanningDirect – Capital Planning Solution | 1 year (annual) | \$5,495.00 |
| CalSave Product Discount 13% | 1 year (annual) | (\$1,714.44) |
| MySchoolDude – Online Client Community (\$600 annual) | 1st year included | \$ 0.00 |

| | | |
|--|---------------|--------------------|
| MaintenanceDirect – Unlimited Training and Support | 1 time | \$1,500.00 |
| PMDirect – Unlimited Training and Support | 1 time | \$ 850.00 |
| PlanningDirect – Unlimited Training and Support | 1 time | \$1,500.00 |
| CalSave Training/Support Discount 8% | 1 time | (\$ 308.00) |
| PlanningDirect Orientation | 1 time | \$ 200.00 |
| CA CC Data Services and Fusion Alignment (\$1,475) | 1 time | <u>\$ 0.00</u> |

First Year Cost: \$15,215.56

Annual Renewal Subscriptions Include:

- Unlimited users in all systems
- Unlimited online training
- Unlimited access to SchoolDude support staff for all users via phone, e-mail, and online chat
- Unlimited data hosting
- Backups every 30 minutes of client’s data and full backups daily
- All enhancements and upgrades to applications
(each module has had multiple enhancements over the last two years)

Renewal Cost: \$11,473.56

Irvine Valley College Total (Year 1 & 2) \$26,689.12

Saddleback Community College

Enrollment Range: 15,000 – 19,999 Students (FTE)

First Year Cost:

| | | |
|--|------------------------|---------------------|
| MaintenanceDirect – Maintenance Work Order Solution | 1 year (annual) | \$7,495.00 |
| PMDirect – Scheduled/Recurring Maintenance Work Orders | 1 year (annual) | \$2,998.00 |
| PlanningDirect – Capital Planning Solution | 1 year (annual) | \$7,495.00 |
| CalSave Product Discount 13% | 1 year (annual) | (\$2,338.44) |
| MySchoolDude – Online Client Community (\$950 annual) | 1st year included | \$ 0.00 |
| PlanningDirect – Unlimited Training and Support | 1 time | \$2,250.00 |
| MaintenanceDirect – Unlimited Training and Support | 1 time | \$2,250.00 |
| PMDirect – Unlimited Training and Support | 1 time | \$1,150.00 |
| CalSave Training/Support Discount 8% | 1 time | (\$ 452.00) |
| PlanningDirect Orientation | 1 time | \$ 200.00 |
| CA CC Data Services and Fusion Alignment | 1 time (\$1,475) | <u>\$ 0.00</u> |

First Year Cost: \$21,047.56

Annual Renewal Subscriptions Include:

- Unlimited users in all systems
- Unlimited online training
- Unlimited access to SchoolDude support staff for all users via phone, e-mail, and online chat
- Unlimited data hosting
- Backups every 30 minutes of client’s data and full backups daily
- All enhancements and upgrades to applications
(each module has had multiple enhancements over the last two years)

Renewal Cost: \$15,649.56

Saddleback College Total (Year 1 & 2) \$36,697.12

The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to SCHOOLDUDE, travel for software support and implementation personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego and San Bernardino, insurance and all other overhead/administrative expenses or costs associated with the contract requirements, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense. DISTRICT is responsible to pay any applicable taxes to the appropriate governmental agency.

SCHOOLDUDE may escalate service fees upon client renewal. Percentage basis will be based on relevant producer price index escalation over the two most recent calendar years as published by the Bureau of Labor Statistics for similar products and services.

3.2 District Payments of the Contract Price.

3.2.1 Billing Statements. SCHOOLDUDE shall submit annual billing invoices (Use template provided in Exhibit B) to the DISTRICT for payment in a format previously approved by the DISTRICT.

3.2.2 DISTRICT Payment of Contract Price. Within thirty (30) days of the date of the District’s receipt of SCHOOLDUDE’s billing invoices, DISTRICT will make payment to SCHOOLDUDE of undisputed amounts of the Contract

Price due for Basic Services. The DISTRICT may withhold or deduct from amounts otherwise due SCHOOLDUDE hereunder if SCHOOLDUDE shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after SCHOOLDUDE has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

3.2.3 Non-Payment. If timely payment is not received for any reason, SCHOOLDUDE reserves the right to either suspend or terminate access to the Service and account and terminate this Agreement. If SCHOOLDUDE receives a cancellation notice from DISTRICT, DISTRICT will be obligated to pay balance due on account. SCHOOLDUDE may bill DISTRICT for such unpaid fees.

ARTICLE 4: INSURANCE AND INDEMNITY

4.1 Insurance.

4.1.1 Workers' Compensation and Employers Liability Insurance. SCHOOLDUDE shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which SCHOOLDUDE may be liable. SCHOOLDUDE shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by SCHOOLDUDE. The Employer's Liability Insurance required of SCHOOLDUDE hereunder may be obtained by SCHOOLDUDE as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by SCHOOLDUDE hereunder.

4.1.2 Commercial General Liability and Property Insurance. SCHOOLDUDE shall purchase and maintain Commercial General Liability and Property Insurance as will protect SCHOOLDUDE from the types of claims set forth below which may arise out of or result from SCHOOLDUDE's services under this Agreement and for which SCHOOLDUDE may be legally responsible: (i) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (ii) contractual liability insurance applicable to SCHOOLDUDE's obligations under this Agreement; and (iii) for completed operations. DISTRICT shall be named as additional insured under SCHOOLDUDE's Commercial General Liability policy.

4.1.3 Coverage Amounts. Minimum coverage amounts for policies of insurance obtained by the SCHOOLDUDE hereunder shall be as follows:

| Insurance Policy - | Minimum Coverage Amount - |
|---|---------------------------------------|
| Workers' Compensation | In accordance with applicable law |
| Employer's Liability | One Million Dollars (\$1,000,000) |
| Commercial General Liability (including | Two Million Dollars (\$2,000,000) per |

| | |
|--|--|
| coverage for automobile liability and property casualty) | occurrence and Two Million Dollars (\$2,000,000) project specific in the aggregate |
|--|--|

4.1.4 Policy Endorsements; Evidence of Insurance. SCHOOLDUDE shall deliver Certificates of Insurance and applicable endorsements naming the DISTRICT, the Board of Trustees, and DISTRICT’s employees, officers, officials, and contractors as additional insured under the above referenced policies to the DISTRICT. These certificates shall provide evidence of insurance in the minimum coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.2 Indemnity.

4.2.3 SCHOOLDUDE Indemnity of DISTRICT. The SCHOOLDUDE shall indemnify, defend and hold harmless DISTRICT from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions.

4.2.4 DISTRICT Indemnity of SCHOOLDUDE. The DISTRICT shall indemnify, defend and hold harmless SCHOOLDUDE from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage which arise out of the negligent or willful acts, work of the omissions.

ARTICLE 5: TERMINATION

5.1 DISTRICT may, at any time, for any reason, upon thirty (30) calendar days advance written notice, terminate this Agreement and compensate SCHOOLDUDE only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SCHOOLDUDE on the date specified on said notice.

5.2 Termination. SCHOOLDUDE, in its sole discretion and after providing the DISTRICT with a 30 day notice, may terminate DISTRICT’s password, account or use of the Service and remove and discard any Data within the Service after providing DISTRICT with 30 day timeframe to request data file, if DISTRICT fail to comply with this Agreement.

5.3 Upon termination, DISTRICT will be granted a refund of any prepaid charges for the remaining term of subscription starting within one month of SCHOOLDUDE’s receipt of notice less 20% of the prepaid balance. SCHOOLDUDE shall make available a file of DISTRICT’s data. DISTRICT must make such request at the notification of termination to receive such file within (30) days of termination. Upon termination of an account, DISTRICT right to use such account and the Service immediately ceases. Once DISTRICT’s data file has been requested, provided and within 30 days of termination, SCHOOLDUDE shall have no obligation to maintain any Data stored in DISTRICT account or to forward any Data to DISTRICT or any third party.

5.4 The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 6: TERM

6.1 Annual renews will be automatic (a) every year for annual subscriptions or (b) upon the commencement of the annual term and then at each subsequent anniversary of the initial term for continuous annual subscriptions. The renewal charge shall be equal to the previous period annual subscription fees for each module subscribed plus escalation fees as applicable. DISTRICT will have 30 days to terminate subscription upon notice of renewal.

6.2 Suspension Notice. DISTRICT may suspend this Agreement at any time without penalty by written notice to SCHOOLDUDE of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension, and shall be provided to SCHOOLDUDE not less than fifteen days prior to the suspension date.

ARTICLE 7: LIMITS AND ASSIGNMENT

7.1 The obligations of SCHOOLDUDE pursuant to this Agreement shall not be assigned by SCHOOLDUDE. The rights and limitations in this Agreement are also for the benefit of SCHOOLDUDE's licensors each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

7.2 The DISTRICT and SCHOOLDUDE each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

7.3 Neither the DISTRICT nor SCHOOLDUDE shall assign or transfer its interest in this Agreement without the written consent of the other, except that the SCHOOLDUDE may assign accounts receivable to a commercial bank for securing loans without approval of the DISTRICT.

7.4 Third Party Interaction. In DISTRICT's use of the Service, DISTRICT may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between DISTRICT and the applicable third-party. SCHOOLDUDE shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion. SCHOOLDUDE maintains the right to offer advertisements on certain pages of the system.

7.5 Links to Third Party Sites. During DISTRICT use of the Service, DISTRICT may access content from third parties. DISTRICT agrees that SCHOOLDUDE is not responsible for the availability of, and content provided by third parties in connection with DISTRICT use of the Service. DISTRICT agrees that SCHOOLDUDE is not responsible for third party content accessible through the Service, including opinions, advice, and statements and understand that DISTRICT bears all risks associated with the use of such third party content. DISTRICT agree that SCHOOLDUDE is not responsible for any loss or damage of any sort DISTRICT may incur from dealings with any third parties associated with DISTRICT's use of the Service. No estoppel or otherwise, to any intellectual property rights is granted. SCHOOLDUDE does not endorse any sites on the Internet which are linked through the Service. SCHOOLDUDE is providing these links to DISTRICT only as a matter of convenience, and in no event shall SCHOOLDUDE be responsible for any content, products, or other materials on or available from such sites. Content on third

party sites may contain or be subject to specific guidelines or limitation on use. DISTRICT agrees to abide by any limitation or guidelines and to comply with any applicable terms of use set forth by third party providers regarding their content. SCHOOLDUDE reserves the right to make changes to content, to specifications or description at any time or may remove content at its sole discretion without notice.

7.6 Proprietary Rights. Except for the licenses granted herein, DISTRICT has no right, title or interest in or to the Service or any Content SCHOOLDUDE or its licensors retain all proprietary right, title and interest, including copyright and all other intellectual property rights, in and to the Service and Content, including, without limitation, stories, articles, text, images, and other multimedia data. SCHOOLDUDE and/or other SCHOOLDUDE products and services referenced herein are either trademarks or registered trademarks of SchoolDude.com. The names of other companies and products mentioned herein may be the trademarks of their respective owners.

7.7 Disclaimer of Warranties. SCHOOLDUDE and its licensors make no representation, warranty, or guaranty as to the timeliness, suitability, truth, or accuracy of the service or any content. SCHOOLDUDE and its licensors do not represent or warrant that: (i) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (ii) the service will meet DISTRICT's requirements or expectations, (iii) any stored data will be accurate, (iv) the quality of any products, services, information, or other material purchased or obtained by DISTRICT through the service will meet DISTRICT requirement or expectations (v) existing errors or defects will be corrected, (vi) the service or the server(s) that make the service available are free of viruses or other harmful components. The Service and all content are provided to DISTRICT strictly on an "As Is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by SCHOOLDUDE and its licensors.

7.8 Operating Standards. Regarding the provisions contained in this Disclaimer of Warranties section set out above SCHOOLDUDE strives to provide you with 99.9% system availability and uptime. SCHOOLDUDE also strives to make every attempt to resolve errors or defects. Should SCHOOLDUDE fail to meet the availability standards contained in this section or fail to resolve an error or defect relating to service, then DISTRICT has the right to immediately cancel the service and receive a refund of any pre-paid charges for the remaining term of your subscription.

7.9 Limitation of Liability. Except in the event of licensing software use without the legal right to do so, in no event shall SCHOOLDUDE's aggregate liability exceed the amount actually paid by DISTRICT in the twelve month period immediately preceding the event giving rise to such claim. In no event shall SCHOOLDUDE and/or its licensors, be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to DISTRICT's use or inability to use the service, or for any content obtained from or through the service, even if SCHOOLDUDE or its licensors have been previously advised of the possibility of such damages.

Except in the event of licensing software use without the legal right to do so, in no event shall SCHOOLDUDE's licensors be liable to anyone or any direct damages of any type or kind (including lost profits) or for any indirect, special, exemplary, or consequential damages (including lost profits), arising under this agreement or from performance thereunder based in contract, negligence, strict liability or otherwise, whether or not they had any knowledge, actual or constructive, that such damages might be incurred, or for any interruption, inaccuracy, error or omission, regardless of cause in the content.

7.10 Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to DISTRICT.

ARTICLE 8: GENERAL

8.1 Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of SCHOOLDUDE and DISTRICT hereunder.

8.2 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. No action or failure to act by DISTRICT hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by SCHOOLDUDE.

8.3 Notices. Notices SCHOOLDUDE or DISTRICT are required or desire to serve on the other shall be valid only if addressed to the other as set forth below or as modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices effectuated by personal service shall be deemed effective as of delivery of such notices. Notices effectuated by United States Mail shall be deemed effective the third (3rd) working day after deposit in the United States Mail. Notices hereunder shall be addressed as follows:

| | |
|---|---------|
| South Orange County Community College District Attn: Dr. Debra L. Fitzsimons Vice Chancellor, Business Services | Name |
| 28000 Marguerite Parkway | Address |
| Mission Viejo, CA 92692 | |
| 949-582-4678 | Phone |

8.4 Disputes: In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, SCHOOLDUDE agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, SCHOOLDUDE agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and SCHOOLDUDE agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

8.4.1 Local Laws and Export Control. SCHOOLDUDE controls and operates this Service from its location in the United States of America and is subject to the United States Export Administration Laws and Regulations. SCHOOLDUDE makes no representation that the Service is appropriate or available for use in other locations. If DISTRICT uses the Service from outside the United States of America, DISTRICT is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. DISTRICT shall

comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

8.4.2 This Agreement will be governed by United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. DISTRICT shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal courts. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between DISTRICT and SCHOOLDUDE as a result of this agreement or use of the Service. The failure of SCHOOLDUDE or DISTRICT to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SCHOOLDUDE and DISTRICT in writing.

8.5 Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

8.6 SCHOOLDUDE Accounting Records. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and SCHOOLDUDE, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, SCHOOLDUDE shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

8.7 Confidentiality. SCHOOLDUDE shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.8 Assignment. This Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party, which approval may be withheld in its sole and absolute discretion. The sale or transfer of a majority membership interest in SCHOOLDUDE firm or the admission of new members to the SCHOOLDUDE firm which causes there to be a change in majority ownership and/or control of SCHOOLDUDE firm shall be deemed an assignment for purposes of this Agreement.

SCHOOLDUDE and its licensors grant a personal, non-exclusive, non-transferable license to use and display the audio and visual information, documents, products and software contained in or made available through the Services (the "Content") solely for DISTRICT's internal business purposes. All rights not expressly granted by CONSUTLANT to DISTRICT are retained.

Submissions. SCHOOLDUDE alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by DISTRICT relating to the Service ("Submissions") and DISTRICT agrees to assign such Submissions to SCHOOLDUDE free of charge. SCHOOLDUDE may use such Submissions as it deems appropriate in its sole discretion.

8.9 Third Party Beneficiary. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right created by this Agreement or by operation of law.

8.10 Exhibits. The Exhibits attached hereto are a part of this Agreement and are incorporated into the Agreement by this reference as if fully set forth herein.

8.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the DISTRICT and SCHOOLDUDE concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the DISTRICT and SCHOOLDUDE. This Agreement and the following enumerated documents constitute the entirety of the Agreement: The written body of the Agreement (pages 1-15), , Exhibit "A" Sample Invoice. The written body of this Agreement shall take precedent over all other parts of this agreement in the case of conflict between the parts.

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

"DISTRICT"

"SCHOOLDUDE"

South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

By: _____

Name: _____

Title: _____

Tax Payer I.D. _____

EXHIBIT A-SAMPLE INVOICE

Invoice Date

South Orange College Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D'Lena

Invoice # _____

P.O. # _____

Company Name, Address, contact info

Services for the period beginning _____ ending _____

| Phase | Phase Fee | Percent of Total Fee | Percent Complete | Fee Earned | Prior Billing | Current Fee |
|--------------------------------|------------|----------------------|------------------|------------|---------------|-------------|
| Per Agreement | \$0 | 0% | #DIV/0! | \$0.00 | | \$0.00 |
| | \$0 | 0% | | | | \$0.00 |
| Approved Reimbursable Expenses | \$0 | | #DIV/0! | \$0.00 | | \$0.00 |
| Total contract | \$0 | | | \$0.00 | | |

| Reimbursable Breakdown | |
|------------------------|--------|
| Reprographics | \$0.00 |
| Total | \$0.00 |

| Outstanding Invoices | Invoice No. | Invoice Amount | Payments/Credits | Balance Due |
|----------------------|-------------|----------------|------------------|-------------|
| | | | | |

FACILITIES ASSESSMENT SERVICES AGREEMENT - SADDLEBACK & IRVINE VALLEY COLLEGES

THIS AGREEMENT is hereby entered into this 1st day of May, 2012, by and between the **South Orange County Community College District**, hereinafter referred to as "DISTRICT," and **Alpha Facilities Solutions**, 11503 NW Military Hwy., Suite 300, San Antonio, Texas 78231, phone (210) 601-3190, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services in providing facility condition assessment services, equipment inventory and HVAC assessment services for Saddleback College and Irvine Valley College, in conjunction, with the implementation of SchoolDude software by referencing the FUSION ID; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: BASIC SERVICES

1.1 Phases of Basic Services. The CONSULTANT shall provide and perform the Basic Services of the facilities assessment of Saddleback and Irvine Valley Colleges as more particularly described in this Agreement. The Basic Services shall be performed and completed in a series of sequential phases, generally described as:

- **Level I**
 - Project Initiation and Planning
 - Interview of Facilities Maintenance and Project Management Staff
 - Pilot Assessment
 - Primary Assessment and Assessment and Data Entry
 - Identifying of Facility Condition Index
 - Capital Planning, Goals and Investment Planning
 - Equipment Inventory
 - Planned Maintenance Installation in SchoolDude using FUSION ID
- **Level II**
 - Assessment of HVAC Systems

The scope of the CONSULTANT's Basic Services and obligations during each phase of the Basic Services shall be as set forth herein.

1.2 Relationship of CONSULTANT to Other Project Participants. CONSULTANT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Software Implementation Manager; (b) the

SchoolDude System; and (c) the State FUSION database; and (d) others providing services in connection with scheduled maintenance and capital projects. The CONSULTANT is responsible for the adequacy and sufficiency of the *SCOPE DESCRIPTION OR SUMMARY* for the Project. The CONSULTANT shall perform its duties in accordance with its contract with the DISTRICT.

1.3 CONSULTANT Standard of Care. CONSULTANT shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CONSULTANT's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project bidding and construction. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.4 Key Individual Assignments. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Ron Menke as Project Manager, and Cesar De La Canal as Project Technical Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain assigned to the Project. If dissatisfied with any performance, DISTRICT has the right and can be expected to request replacement. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project

1.5 Monthly Progress Report. The CONSULTANT will provide a monthly progress report including photos from all locations under review and a narrative on the Project progress identifying:

- 1.5.1 any critical items and proposed solutions,
- 1.5.2 an on-going chronology of milestone events,
- 1.5.3 a list of all anticipated future project challenges, and
- 1.5.4 a bulleted 30 day look-ahead of upcoming activities.

All documents shall be in a form approved by the DISTRICT and the report shall include an introductory section that reflects the monitoring approach over the duration of the contract. If no work is underway in any given month an email identifying this condition to the District Director of Facilities, Planning and Purchasing or designee and a brief explanation for why there is a break in the work will suffice.

ARTICLE 2: DISTRICT RESPONSIBILITIES.

2.1. DISTRICT Information. The DISTRICT shall provide full information regarding the Project, including the DISTRICT's objectives, schedule requirements, and other constraints and requirements which may affect the Project scope. The DISTRICT shall provide the CONSULTANT with the Project documents for review and use by the CONSULTANT.

2.2. DISTRICT Representative. The DISTRICT shall designate a representative to act on the DISTRICT's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the DISTRICT and to carry out the DISTRICT's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable

delay in the orderly and sequential progress of the CONSULTANT's performance of services and other obligations hereunder. Unless modified by written notice of the DISTRICT to the CONSULTANT, the person authorizing the DISTRICT Representative(s) is:

Brandye K. D'Lena, Director of Facilities Planning and Purchasing

If the DISTRICT observes or otherwise becomes aware of any fault or defect in the project or the CONSULTANT's services or any non-conformity with the Construction documents, the District shall give prompt written notice thereof to the CONSULTANT.

2.3 DISTRICT Consultants. Other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, software implementation manager and others providing services in connection with scheduled maintenance and capital projects. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

2.4 DISTRICT Provided Ladder. Should the DISTRICT provide the CONSULTANT a ladder during the field assessment and inventory, the signature to this agreement shall represent and function as the District release of liabilities for the use of the ladder.

ARTICLE 3: FACILITY CONDITION ASSESSMENT – LEVEL I

3.1 Project Initiation and Planning. The CONSULTANT shall, in conjunction with the DISTRICT, establish a mutual understanding of the assessment scope and objectives. The CONSULTANT shall provide a management plan including a preliminary master schedule for review and approval identifying the phases for grouping the buildings for each College and the key milestone dates. The CONSULTANT shall assist to define facility condition data standards and collection standards. The DISTRICT and CONSULTANT will work together to coordinate access to any locked areas. Floor plans and maintenance logs will be provided by DISTRICT. The agreed upon standards will be used to assess and report conditions for building systems and/or property elements. The CONSULTANT shall then begin to gather and collect existing data including roofing studies, service call reports, ADA reports and property records. The CONSULTANT shall identify key contacts, roles and responsibilities and communication protocols.

3.2 Interview Facilities Maintenance and Project Management Staff. The CONSULTANT shall interview the Facilities Maintenance and Project Management Staff and assist in assembling and organizing all relevant study data. This may include previous studies, floor plans, maintenance records, educational specifications, Campus safety/evacuation plans or other information. The CONSULTANT shall establish a collaborative environment for the project team.

3.3 Pilot Assessment. The CONSULTANT, prior to proceeding to collect and process data from the building portfolio, shall perform a pilot assessment and report on a selected sample group of buildings to be determined by the team. Ladders shall be provided by DISTRICT if necessary. CONSULTANT to coordinate with identified Facilities personnel. The pilot assessment demonstrates the full menu of methods, procedures and reports that will be performed during the main assessment, provides an opportunity for the DISTRICT to review methods as conforming to meet needs and expectations for the service provided and allow for adjustments in the process if necessary. Report format and content will be determined after Pilot Assessment is completed.

3.4 Primary Assessment and Data Entry. The CONSULTANT shall provide qualified construction professionals to assess the facilities which include architectural, mechanical, electrical and plumbing. The CONSULTANT shall estimate the useful life of the building components for renewal forecasting. Digital photographs shall be provided for documentation of each facility and expired building systems.

3.5 Facility Condition Index (FCI). The CONSULTANT shall develop an FCI to quantify the deficiencies in each building. The data is used to report the relative condition of buildings using a ration of needed repairs over replacement value for the facility condition index. This ratio allows sort of the facilities into a list of “worst first”.

$$FCI=(Needed\ Repair/PRV) \times 100$$

3.6 Capital Planning, Goals and Investment Strategies. The CONSULTANT shall develop forecasts for the renewal of building systems through life-cycle analysis. These forecasts will assist in the creation of budgets for capital renewal. Additionally, they allow for the long-term projection of renewal cost. Future work will be estimated by taking the cost of a particular system renewal and forecasting the date of renewal by determining the expected life. A sample of the Systems Life Cycles is attached as Exhibit C and a sample Cost Model Checklist is attached as Exhibit D. Life Cycles will be reviewed during the interviews with the Facilities Maintenance and Project Management staff and tailored as necessary based on input. CONSULTANT will provide a cost model associated with the final Systems Life Cycle model.

3.7 Equipment Inventory. The CONSULTANT shall provide an inventory of fixed accessible building equipment to include the following:

- 3.7.1 HVAC:
 - Air handling units, fan coil units and other unit ventilators
 - Boilers
 - Chillers
 - Circulating pumps (2 HP or greater)
 - Condensing units
 - Cooling towers
 - Packaged roof top units
 - Unit air conditioners
 - Return air fans, roof fans and exhaust fans (excluding small in line duct fans), Variable frequency drives
- 3.7.2 Electrical
 - Building Electrical service entrances
 - Transformers
 - Main distribution and lighting panels
 - Switchgear
 - Motor Control Centers
 - Generators
- 3.7.3 Others
 - Building Control Systems-main panels,
 - Energy Management Systems – main panels,

- Fire Alarm Systems – Main and Auxiliary panels,
- Fire Suppression Systems
- Building Utility meters
- Domestic Water pumps, 2HP or greater
- Elevators

A highly durable barcode tag will be firmly affixed to each piece of equipment. The following data will be collected for each component or as otherwise defined during the Project Initiation and Planning phase:

- Serial Number
- Capacities
- Horsepower
- Voltage
- Location by building, floor
- Date placed in service (if Available)
- Inventory tag number (attached to the component)
- Refrigerant type, if applicable and available

ARTICLE 4: PLANNED MAINTENANCE INSTALLATION IN SCHOOLDUDE

4.1 Basic Set-Up. CONSULTANT will load the planned maintenance installation data into SchoolDude. Form the equipment listings after the equipment inventory is collected in the field. Refine the equipment information into spreadsheets and prepare for import into the SchoolDude. CONSULTANT shall collaborate with SchoolDude to format the equipment list for import and load the data into the on-line database. The wording of the actions and the scheduling of PM work orders are determined in coordination with DISTRICT in order to customize the planned maintenance program. The wording and the sequence for the planned maintenance system are then entered into SchoolDude. The CONSULTANT shall post the PM Schedules. Each type of equipment is scheduled for PM actions by location. CONSULTANT shall collect and input the data consistent with FUSION ID thereby providing the ability to crossover for both local and state databases. CONSULTANT shall provide the District with follow-up training including corrective maintenance routing and implementation.

ARTICLE 5: HVAC SYSTEM ASSESSMENT – LEVEL II

5.1 Conditions Assessment on Component level of the HVAC systems. The HVAC assessment shall be conducted and lead by an ALPHA Facilities Solutions professional engineer. Components that will be evaluated include the following:

| | | |
|--------------------|------------------|---------------------------|
| Air Handling Units | Boilers | Chillers |
| Cooling Towers | Condensers | Dessicant Systems |
| Evaporators | HVAC Controls | Packaged Units |
| Piping/Ductwork | Pumps | Rooftop Units |
| Split Systems | Valves/Equipment | Variable Frequency Drives |

ARTICLE 6: ADDITIONAL SERVICES

The services described in this Article 6 are not included in the Scope of Basic Services hereunder. If the DISTRICT requests in writing any of the Additional Services described in this Article 6 or any other additional services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit A CONSULTANT Services Billing Rates.

6.1 A Board approved amendment must be fully executed prior to CONSULTANT performing any extra services.

6.2 The CONSULTANT shall request payment of additional services in a separate line item on the same invoice submitted for regular services in a format pre-approved by the DISTRICT.

6.3 Contingent Additional Services. If Contingent Additional Services described below are provided by the CONSULTANT through no fault or neglect of the CONSULTANT, prior to providing any such Additional Services, CONSULTANT shall notify the DISTRICT in writing. Unless the DISTRICT shall notify CONSULTANT in writing authorizing Additional Services, CONSULTANT shall not proceed to provide such Additional Services. The following constitute Contingent Additional Services:

6.3.1 Material Project Scope Changes. Services required or necessary as a result of significant changes in the Project scope or other requirements of the Project, including Project size, quality, or complexity or material changes to the Project Schedule.

6.3.2 Termination of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or a Contractor, failure of performance of the DISTRICT or a Contractor under any Contract, or major defects or deficiencies in the work of a Contractor.

6.3.3 Damage or Destruction to Project. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage to the Project prior to completion by fire or other casualty.

6.3.4 Future Systems. Services relative to future systems, facilities or equipment not included within the scope of the Project as reflected in the Contract awarded by the DISTRICT for Project Construction.

6.3.5 Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.

6.3.6 Changes in Duration. If the duration of CONSULTANT services is extended the CONSULTANT shall be entitled to additional compensation. Escalation may be applied to services performed beyond the duration of the original contract at a rate of 2% per year. The CONSULTANT shall provide a written request with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 7: CONSULTANT COMPENSATION

7.1 Contract Price for Basic Services. The Contract Price for the CONSULTANT's performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

| | | |
|-----|---|------------|
| (a) | Facility Condition Assessment and Equipment Inventory | \$ 156,000 |
|-----|---|------------|

| | | |
|-----|--|------------|
| | \$0.12 x 1.3 million square feet of facilities | |
| (b) | HVAC Condition Assessment | \$ 52,000 |
| | \$0.04 x 1.3 million square feet of facilities | |
| | TOTAL: | \$ 208,000 |

The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego and San Bernardino, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

7.2 District Payments of the Contract Price.

7.2.1 CONSULTANT Monthly Billing Statements. CONSULTANT shall submit monthly billing invoices (Use template provided in Exhibit B) to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Fees will be invoiced based on percent complete for each task as follows:

| | | |
|---|------|--------------|
| Project Initiation and Planning | 5% | \$10,400.00 |
| Pilot Assessment and Interviews | 10% | \$20,800.00 |
| Site visits (L1, L2 HVAC, EI) | 30% | \$62,400.00 |
| Data entry (L1, L2 HVAC, EI) | 20% | \$41,600.00 |
| Reporting (Capital Planning, Goals and Investment Planning, Equipment Inventory List) | 25% | \$52,000.00 |
| Planned Maintenance Installation in SchoolDude using FUSION ID and Training | 10% | \$20,800.00 |
| TOTAL | 100% | \$208,000.00 |

7.2.2 DISTRICT Payment of Contract Price. Within thirty (30) days of the date of the District's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor. The DISTRICT

may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

ARTICLE 8: INSURANCE AND INDEMNITY

8.1 CONSULTANT Insurance.

8.1.1 Workers' Compensation and Employers Liability Insurance. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

8.1.2 Commercial General Liability and Property Insurance. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT's services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT's obligations under this Agreement; and (vi) for completed operations. DISTRICT shall be named as additional insured under CONSULTANT's Commercial General Liability policy.

8.1.3 Professional Liability Insurance. CONSULTANT will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.

8.1.4 Coverage Amounts. Minimum coverage amounts for policies of insurance obtained by the CONSULTANT hereunder shall be as follows:

| Insurance Policy - | Minimum Coverage Amount - |
|--|--|
| Workers' Compensation | In accordance with applicable law |
| Employer's Liability | One Million Dollars (\$1,000,000) |
| Commercial General Liability (including coverage for automobile liability and property casualty) | Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) project specific in the aggregate |

| | |
|------------------------|--|
| Professional Liability | One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) project specific in the aggregate |
|------------------------|--|

8.1.5 Policy Endorsements; Evidence of Insurance. CONSULTANT shall deliver Certificates of Insurance and applicable endorsements naming the DISTRICT, the Board of Trustees, and DISTRICT's employees, officers, officials, and contractors as additional insured under the above referenced policies to the DISTRICT. These certificates shall provide evidence of insurance in the minimum coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

8.2 Indemnity.

8.2.1 CONSULTANT Indemnity of District. CONSULTANT shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage and demands, losses, liabilities or other claims arising out of CONSULTANT's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT.

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8.2.2 DISTRICT Indemnity of CONSULTANT. The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the Project itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the Project.

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ARTICLE 9: TERMINATION

9.1 DISTRICT may, at any time, for any reason, upon thirty (30) calendar days advance written notice, terminate this Agreement and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT on the date specified on said notice.

9.2 DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess costs shall be charged to and collected from the CONSULTANT. These costs shall be limited to the value of the CONSULTANT Compensation as identified in Article 7.1. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 10: TERM

10.1 Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.

10.2 Term. Services under this Agreement shall be diligently performed by the CONSULTANT for fourteen months beginning May 1st, 2012 and ending July 30, 2013. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of fourteen months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Exhibit "A". Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 6.

10.3 Suspension Notice. DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension, and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the Project is suspended for more than 90 consecutive days (though 90 day period may be extended upon mutual written agreement of the Parties), either Party may terminate this Agreement without penalty by giving not less than fifteen days prior written notice.

ARTICLE 11: EXPENSES

DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 5% markup.

ARTICLE 12: LIMITS AND ASSIGNMENT

12.1 The obligations of the CONSULTANT pursuant to this Agreement shall not be assigned by the CONSULTANT. There are no third party beneficiaries of this agreement and no one except the parties to the agreement may seek to enforce its terms.

12.2 The District and the CONSULTANT each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

12.3 Neither the District nor the CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CONSULTANT may assign accounts receivable to a commercial bank for securing loans without approval of the District.

ARTICLE 13: GENERAL

13.1 Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

13.2 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. No action or failure to act by DISTRICT hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by CONSULTANT.

13.3 Notices. Notices CONSULTANT or DISTRICT are required or desire to serve on the other shall be valid only if addressed to the other as set forth below or as modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices effectuated by personal service shall be deemed effective as of delivery of such notices. Notices effectuated by United States Mail shall be deemed effective the third (3rd) working day after deposit in the United States Mail. Notices hereunder shall be addressed as follows:

| | |
|--|---------|
| South Orange County Community College District | Name |
| Attn: Dr. Debra L. Fitzsimons | |
| 28000 Marguerite Parkway | Address |
| Mission Viejo, CA 92692 | |
| 949-582-4678 | Phone |

13.4 Disputes: Mediation and Arbitration In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

13.4.1 All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation. If mediation is unsuccessful, they will be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then prevailing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONSULTANT, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

13.4.2 Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

13.4.3 In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

13.4.4 The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

13.4.5 Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

13.5 Severability If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

13.6 CONSULTANT Accounting Records Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made

under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

13.7 Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

13.8 Assignment. This Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party, which approval may be withheld in its sole and absolute discretion. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new members to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed an assignment for purposes of this Agreement.

13.9 Third Party Beneficiary. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right created by this Agreement or by operation of law.

13.10 Exhibits. The Exhibits attached hereto are a part of this Agreement and are incorporated into the Agreement by this reference as if fully set forth herein.

13.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the DISTRICT and CONSULTANT concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the DISTRICT and CONSULTANT. This Agreement and the following enumerated documents constitute the entirety of the Agreement: The written body of the Agreement (pages 1-13), Exhibit "A" Rate Schedule and Exhibit "B" Invoice Sample, Exhibit "C" Sample Systems Life Cycle and Exhibit "D" Sample Cost Model Checklist. The written body of this Agreement shall take precedent over all other parts of this agreement in the case of conflict between the parts.

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

"DISTRICT"

"CONSULTANT"

South Orange County Community College District

By: _____

By: _____

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services

Name: _____

Title: _____

Tax Payer I.D. _____

EXHIBIT A

Hourly Rate Fee Structure

| | |
|----------------------------|-------------|
| Program Manager | \$118.83/hr |
| Project Technical Manager | \$108.71/hr |
| Senior Engineer | \$ 93.26/hr |
| Junior Engineer | \$ 68.79/hr |
| Senior Database Specialist | \$ 73.90/hr |
| Senior Technician/Analyst | \$ 64.52/hr |
| Mid Technician/Analyst | \$ 52.76/hr |
| Administrative | \$ 26.20/hr |

EXHIBIT B

Invoice Date

South Orange College Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D'Lena

Invoice # _____

P.O. # _____

College and Project name

Company Name, Address, contact info

Services for the period beginning _____ ending _____

| Phase | Phase Fee | Percent of Total Fee | Percent Complete | Fee Earned | Prior Billing | Current Fee |
|--|------------------|----------------------|------------------|------------|---------------|-------------|
| Project Initiation / Planning | \$10,400 | 0% | | \$0.00 | | \$0.00 |
| Pilot Assessment/Interviews | \$20,800 | 0% | | \$0.00 | | \$0.00 |
| Site Visits(L1, L2, HVAC, EI) | \$62,400 | 0% | | \$0.00 | | \$0.00 |
| Data Entry (L1,L2,HVAC, EI) | \$41,600 | 0% | | \$0.00 | | \$0.00 |
| Reporting/Investment Planning | \$52,000 | 0% | | \$0.00 | | \$0.00 |
| Planned Maintenance Installation SchoolDude using FUSION ID and Training | \$20,800 | 0% | | \$0.00 | | \$0.00 |
| Total contract | \$208,000 | | | \$0.00 | | \$0.00 |

| Reimbursable Breakdown | |
|------------------------|--------|
| Reprographics | \$0.00 |
| Total | \$0.00 |

| Outstanding Invoices | Invoice No. | Invoice Amount | Payments/Credits | Balance Due |
|----------------------|-------------|----------------|------------------|-------------|
| | | | | |

EXHIBIT C – SAMPLE SYSTEM LIFE CYCLES

| SYSTEM LIFE CYCLES | | |
|--------------------|---------------------------------|------------|
| SYSTEM | | LIFE-CYCLE |
| Roofing | | |
| | Composition | 25 |
| | Metal | 25 |
| | Tile/Slate | 50 |
| | Built Up | 25 |
| Building Exterior | | |
| | Exterior Doors | 15 |
| | Exterior Walls (Not Structural) | 50 |
| | Exterior Windows | 25 |
| Interior Finishes | | |
| | Interior Doors | 25 |
| | Painted Ceiling Finishes | 10 |
| | Acoustical Ceilings | 20 |
| | Wall Finishes | 5 |
| | Floor Finishes | 12 |
| Built In Equipment | | |
| | Built in Equipment/Specialties | 20 |
| Conveying Systems | | |
| | Elevators | 25 |
| Plumbing | | |
| | Plumbing Rough in (Piping) | 30 |
| | Plumbing Fixtures | 30 |
| | Plumbing Sprinklers | 25 |
| HVAC | | |
| | Controls | 20 |
| | Equipment | 30 |
| | Rough in (Piping and Ductwork) | 30 |
| Electrical | | |
| | Fire Detection | 10 |
| | Service and Distribution | 30 |
| | Wiring | 30 |
| | Lighting | 20 |
| | Emergency Lights | 20 |
| | Exit Lights | 20 |

EXHIBIT D – SAMPLE COST MODEL CHECKLIST

PlanningDirect (TARA Cost Model Checklist)

1. Roofing

a. General

- i. Fasteners
- ii. Base and cap flashing
- iii. Chimney, wall, ridge, vent, valley and edge flashing
- iv. Parapet walls and copings
- v. Roof drainage
- vi. Gutters and downspouts
- vii. Skylights

b. Leaks

c. Soft spots

d. Splits

e. Blisters

f. Tears/punctures

g. Shrinkage

h. Ponding

i. Blocked drains

Roof Evaluation Process

Interview

- o Ask maintenance personnel if there is a history of leaks
- o Ask staff to characterize leaks as minor, major or somewhere in the middle
- o Obtain location(s) of reported leaks

Confirm

- o Walk the roof paying particular attention to locations where leaks have been reported
- o Walk the building looking for signs of leaks such as stained ceilings and walls
- o Ask occupants if they have observed leaks, and if so, under what conditions
- o Rule in or rule out the possibility of condensation or plumbing leaks

Evaluate

- o Review maintenance records if available
- o Consider impact on mission, interior finishes and potential contribution to formation of mold

- o Determine whether or not roof should be replaced now or if it has remaining life

2. Building Exterior

a. Walls

- i. Obvious wall defects needing more than cosmetic repairs
- ii. Weather damage

- iii. Damage to underlying structural materials
- iv. Holes
- v. Materials loose/falling
- vi. Water intrusion
- b. Windows
 - i. Weather-tight
 - ii. Double glazing
 - iii. Fogged glazing
 - iv. Operable
 - v. Physical damage
- c. Doors
 - i. Weather-tight
 - ii. Rot/decay
 - iii. Fit/operation
 - iv. Rust/faded finish
 - v. Hardware
- 3. Interior Finishes
 - a. Interior wall finishes
 - i. Paint damaged, peeling or discolored
 - ii. Ceramic tile loose or cracked
 - iii. Moisture
 - b. Floors
 - i. Carpet or tile worn
 - ii. Wood or floors require refinishing
 - iii. Floor surfaces not flat or level
 - iv. Deterioration of sub-flooring or other defects that prevent proper installation of new floor finishes
 - c. Ceilings
 - i. Stained tiles/plaster/drywall
 - ii. Suspension system deteriorated and no longer flat or level
 - iii. Cracked plaster/deteriorated drywall
 - iv. Ceiling components falling
 - d. Interior doors
 - i. Door surfaces damaged beyond repair, but still operating properly
 - ii. Door hardware does not operate properly and cannot be repaired
 - iii. Doors have deteriorated beyond repair and do not operate properly
 - e. Specialty items (casework, partitions, etc.)
 - i. Repairs are required beyond cosmetic, but still functional
 - ii. Specialty items do not function properly or are structurally unsound due to abuse or water/termite damage
- 4. Interior Construction
 - a. Interior walls
 - i. Cracks/displacement
 - ii. Damp patches
 - iii. Loose plaster
 - iv. Plumb
- 5. Elevators
 - a. Communication devices

- b. Door safety switches
 - c. Rough operation
 - d. Excessive creep
 - e. Leaks
 - f. Maintenance history
 - g. Parts availability
6. Plumbing
- a. Piping
 - i. Domestic water
 - 1. Backflow preventer
 - 2. Galvanized
 - 3. Copper (prior to 1986)
 - 4. Corrosion
 - 5. Dielectric unions present
 - 6. Flow
 - 7. Leaks
 - 8. Insulation
 - 9. Corrosive water contaminants
 - a. Discolored water at the tap
 - b. Stains in fixtures (bluish-green)
 - ii. Waste and vent piping
 - 1. Blockages
 - 2. Slow drainage
 - 3. Leaks
 - 4. Odors
 - iii. Gas
 - 1. Corrosion
 - 2. Pipe does not run through air ducts, chimneys, vents or plenums
 - 3. No cast iron pipe
 - 4. All shutoff valves are accessible
 - 5. Meters have a shutoff on the supply side
 - b. Fixtures
 - i. Water closets and urinals
 - 1. Broken
 - 2. Cracks and chips
 - 3. Leaks
 - 4. Stains
 - 5. Flush valves
 - ii. Sinks and lavatories
 - 1. Damaged
 - 2. Stained
 - 3. Leaks
 - 4. Faucets
 - c. Fire Sprinklers
 - i. Operational
 - ii. Water filled piping in heated spaces
 - iii. Hangars and supports secured to pipe and building structure
 - iv. Corrosion

- v. Sprinklers less than 20 years old
- vi. Sprinklers are visually free of corrosion, paint or foreign materials

7. HVAC

a. Controls

- i. Operational in full automatic mode
- ii. Performance

b. Equipment

i. Boilers

1. Low efficiency
2. Safety controls
3. Soot buildup
4. Refractory damage
5. Tube failure
6. Water treatment
7. Maintenance requirements

ii. Split units

1. Damaged coils
2. Dirty coils
3. Noise/vibration
4. Refrigerant leaks
5. Effectiveness
6. Maintenance requirements

iii. Fan Coils

1. Damaged coils
2. Inoperative fans
3. Leaks
4. Filter assemblies
5. Condensate pan
6. Maintenance requirements

iv. Chillers

1. Leaks
2. Noise/vibration
3. Oil contamination
4. Maintenance requirements

v. Cooling towers

1. Biological growth
2. Clogged/damaged nozzles
3. Corroded basins
4. Physical damage
5. Maintenance requirements

c. Distribution

i. AHU/Duct

1. AHU

- a. Outside air
- b. Control system operation
- c. Corrosion
- d. Damaged coils
- e. Damper leakage

- f. Noise/vibration
 - g. Maintenance requirements
 - 2. Duct
 - a. Insulation
 - b. Fire dampers
 - c. Balance
 - d. Physical damage
 - e. Dirty
 - f. Noise
 - g. Leaks
 - ii. Hydronics
 - 1. Insulation
 - 2. Corrosion
 - 3. Leaks
 - 4. Noise/vibration
 - 5. Steam traps/condensate pumps
 - 6. Circulating pumps
 - 7. Maintenance requirements
- 8. Electrical Equipment
 - a. Fire Detection
 - i. Integrated
 - ii. Addressable
 - iii. Reports to monitored location
 - iv. Obsolescence
 - v. Detectors
 - 1. Obstructed/covered
 - 2. Physical damage
 - 3. Ducts
 - vi. Audible/visual annunciators
 - b. Equipment
 - i. Switchgear
 - 1. Does it look its age, older
 - 2. Excessive heat on the box
 - 3. Burn marks
 - ii. Distribution panels
 - 1. Tripped breakers
 - 2. Hot breakers
 - 3. Burn marks
 - 4. Missing breakers without blank infill
 - 5. Appearance consistent with reported age
 - 6. Labeling
 - c. Wiring
 - i. Branch circuits grounded
 - ii. GFCI protection
 - iii. Overloaded
 - iv. Missing damaged outlets
 - v. Exposed wires
 - vi. Missing j-box covers

d. Lighting

- i. Ballast noise
- ii. Damaged diffusers
- iii. Discolored fixtures
- iv. Insufficient controls
- v. Non-uniform lighting levels

CONSULTANT AGREEMENT-SURVEY SERVICES

This AGREEMENT is hereby entered into between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Facilities Planning and Program Services, Inc., 22607 La Palma Avenue, Suite 407, Yorba Linda, CA 92887, 714/692-5400, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - SERVICES TO BE PROVIDED BY CONSULTANT:

1. The CONSULTANT's services shall consist of those services performed by the CONSULTANT, CONSULTANT's employees and CONSULTANT's 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 time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.
3. Key Individual Assignments. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Ron Beeler as Project Executive. So long as their performance continues to be acceptable to the DISTRICT, those named shall remain assigned to the Project. If dissatisfied with any performance, DISTRICT has the right and can be expected to request replacement. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project
4. Monthly Progress Report. The CONSULTANT will provide a monthly progress report with pay request including a narrative on the progress identifying:
 - a. any critical items and proposed solutions,
 - b. an on-going chronology of milestone events,
 - c. a list of all anticipated future challenges,
 - d. and a bulleted 30 day look-ahead of upcoming activities.

All documents shall be in a form approved by the DISTRICT. If no work is underway in any given month an email identifying this condition to the District Director of Facilities, Planning and Purchasing or designee will suffice.

5. The services covered by this AGREEMENT shall be completed within 12 months of the date of this AGREEMENT.

ARTICLE II – SCOPE OF CONSULTANT’S SERVICES

1. CONSULTANT will manage implantation and training for new maintenance management and facilities planning software systems (CMMS and FPSS) and the associated condition assessment survey work provided by third party providers.
2. CONSULTANT will monitor third party progress to ensure within a reasonable reliability level a product that allows the district to predict and provide scheduled maintenance, replacement of building systems including but not limited to, heating ventilation and air conditioning systems, lighting and electrical systems, flooring and wall covering systems, plumbing, sewer and drainage systems and overall site improvement and infrastructure needs.
3. CONSULTANT will continue to look into the compatibility with and utilization of the statewide software system in FUSION in a way that relates to the building assessment module, building inventory, schedule and scheduled maintenance information. CONSULTANT will continue to coordinate with the Foundation for Community Colleges and Delta College (the current contractors responsible for maintenance and upkeep of FUSION) and the California Community College Chancellors Office.
4. CONSULTANT will meet with the Colleges and the DISTRICT as requested or warranted to report on findings and progress.

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. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule.
 - b. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided in Article VIII, paragraph 6.
 - c. Providing services of CONSULTANTS for other than those listed Article II of this agreement.

ARTICLE IV - TERMINATION

DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only

for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE V - COMPENSATION

1. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Seventy Five Thousand and No/100 Dollars (\$75,000.00) and upon satisfactory completion of the services. Reimbursable allowance is expected to be included within this amount.
 - a. Services shall be billed monthly as the work progresses on a percentage of completion basis to be mutually agreed upon at the end of each month. Invoices shall be considered delinquent 60 days of after receipt.
 - b. Invoices shall be on a form and in the format approved by the DISTRICT and as attached in "Exhibit A". Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the legal rate prevailing at the time for Orange County, California.
 - c. 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 listed in "Exhibit B".
 - d. 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.
 - e. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and CONSULTANTS in the interest of the Project.
 - f. Reimbursable expenses shall be expenses in connection with authorized out-of-town travel. CONSULTANT's normal travel expense and meals are excluded.

- g. Expense of reproductions, except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable, postage and handling of Drawings, Specifications and other documents including overnight/courier services are reimbursable upon DISTRICT's prior written approval.
- h. 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 CONSULTANTS in the interest of the Project.
- i. 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 VI – INDEMNITY AND INSURANCE

1. Hold Harmless: To the fullest extent permitted by law, CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason 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; and
 - b. any and all claims for damages because of personal injury or death or damages to property, or other costs and charges, directly or indirectly arising out of or attributable to, in whole or in part, to CONSULTANT's negligent acts, errors and/or omissions in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions of CONSULTANT's sub consultants, employees either directly or by independent contract, or agents in the performance of their obligations as stated in this AGREEMENT whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents; and
 - c. 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 action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
2. 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 per occurrence combined single limit for 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. Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; 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; 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.

d. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

e. CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.

f. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

ARTICLE VII - MISCELLANEOUS

1. Independent Contractor. 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/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 with respect to CONSULTANT's employees.

2. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

3. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

4. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said

matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

5. Assignment. 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. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
6. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. 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 operations covered by this AGREEMENT or accruing out of the performance of such operations.
7. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
8. Employment With Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
9. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.
10. Affirmative Action Employment. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
11. Non Waiver. 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.
12. Notice. 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) Scanned and emailed with acknowledged receipt by recipient or (c) 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 acknowledged via email 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Dr. Debra L. Fitzsimons,
Vice Chancellor, Business Services

CONSULTANT:
Facilities Planning & Program Services, Inc.
22607 La Palma Avenue, Suite 407
Yorba Linda, CA 92887
Attn: Ron Beeler, President

13. Interest. 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.

14. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF JUNE, 2012.

South Orange County Community College District

Facilities Planning & Program Services, Inc.

By: _____

By: _____

Dr. Debra L. Fitzsimons

Ron Beeler

Vice Chancellor of Business Services

President

Taxpayer Identification Number _____

EXHIBIT A

Invoice Date

South Orange College Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye K. D'Lena

Invoice # _____

P.O. # _____

College and Project name

Company Name, Address, contact info

Services for the period beginning _____ ending _____

| Phase | Phase Fee | Percent of Total Fee | Percent Complete | Fee Earned | Prior Billing | Current Fee |
|--------------------------------------|------------|----------------------|------------------|------------|---------------|-------------|
| Project Initiation / Discovery Phase | \$0 | 0% | #DIV/0! | \$0.00 | | \$0.00 |
| Programming Phase | \$0 | 0% | | | | \$0.00 |
| Reimbursable Expenses | \$0 | | #DIV/0! | \$0.00 | | \$0.00 |
| Total contract | \$0 | | | \$0.00 | | |

| Reimbursable Breakdown | |
|------------------------|--------|
| Reprographics | \$0.00 |
| Total | \$0.00 |

| Outstanding Invoices | Invoice No. | Invoice Amount | Payments/Credits | Balance Due |
|----------------------|-------------|----------------|------------------|-------------|
| | | | | |

EXHIBIT B

Project Team:

The proposed project team will be as follows:

| | |
|--|-------------|
| Project Consultant (Ron Beeler) | \$150.00/Hr |
| Project Leader (Pat Reish) | \$ 95.00/Hr |
| Technical Support Staff (Natassia Melendrez) | \$ 70.00/Hr |
| Technical Support Staff (Terra Dymond) | \$ 70.00/Hr |
| Administrative Support Staff | \$ 60.00/Hr |

AGREEMENT FUSION IMPLEMENTATION WITH CCC GIS & ONUMA - SADDLEBACK COLLEGE AND IRVINE VALLEY COLLEGE

THIS AGREEMENT is hereby entered into this 22nd of May, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Foundation for California Community Colleges, 1102 Q Street, Suite 3500, Sacramento, CA 95835 hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice including the conversion of floor plans from CAD or PDF's into plans with data in the Onuma System and connected to the FUSION System data. In addition to creating the floor plans data from other sources such as SchoolDude, data will be integrated with the floor plans. The goal is to connect data from reports to the FUSION+CCC GIS+ONUMA System and to provide the DISTRICT with an integrated way of viewing data connected to graphics of Saddleback College and Irvine Valley College.

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: BASIC SERVICES

The scope of the CONSULTANT's Basic Services and obligations during each phase of the Basic Services shall be as set forth herein.

1.1 Relationship of CONSULTANT to Other Project Participants. CONSULTANT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the System Implementation Manager; (b) the Condition Assessment Consultant; and (c) online access provider SchoolDude; and (e) others providing services in connection with scheduled maintenance and capital projects. The CONSULTANT is responsible for the adequacy and sufficiency of the scope description or summary for the Project. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT.

1.2 CONSULTANT Standard of Care. CONSULTANT shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CONSULTANT's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.3 Key Individual Assignments. The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate John Roach as the primary contact. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall

remain assigned to the Project. If dissatisfied with any performance, DISTRICT has the right and can be expected to request replacement. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the Project.

1.4 Prepare Campus Information. Prepare Irvine and Saddleback College information for use in FUSION+CCC GIS+Onuma System (Onuma)

- 1.4.1 Using available CAD, PDFs or plan images from the ADDB as background guides, the baseline site model and all buildings will be prepared at level of detail 3 Mid-Level or HD Campus. This level of detail (3) results in floor plans exhibiting space adjacencies within each building. Buildings are located accurately within the campus siteplan. Spaces that are reported in FUSION but do not appear in background guides will be placed adjacent to the floor graphic where they are reported.
- 1.4.2 CONSULTANT will match FUSION data with the plans developed from background guides. CONSULTANT will integrate room dimensions and adjust building layouts to conform with FUSION data.
- 1.4.3 Analysis with FUSION data will be possible.
- 1.4.4 CONSULTANT will not perform site visits to confirm background guide or FUSION information. A draft copy for each building will be provided to DISTRICT for one round of review. CONSULTANT will incorporate comments to increase level of plan accuracy.
- 1.4.5 The CONSULTANT will adjust spaces as an going service as more detailed data is available or changes occur.

1.5 Integration of other Facility Data. The CONSULTANT will review assessment data from SchoolDude, import selected data into Onuma, and make the data accessible in various interfaces and reports.

- 1.5.1 SchoolDude data will consist of condition assessment information at a building and system level, scheduled maintenance planning, scheduled maintenance work order tracking and capital improvement planning. Alpha Systems, the DISTRICT consultant hired to perform condition assessment services, equipment inventory and HVAC assessment services, will incorporate information into SchoolDude software using FUSION Space ID. This information is scheduled to be available 8 months after contract execution. Upon availability, CONSULTANT will integrate SchoolDude data with Onuma.
- 1.5.2 In order to confirm that SchoolDude data is properly formatted for import to Onuma, CONSULTANT will work with Alpha Systems to perform a test. The test will use output from SchoolDude data syncing it with Onuma. This test will be accomplished early in the process and approximately two to three months after contract execution and prior to Alpha continuing with full data collection. CONSULTANT and Alpha Systems will work together to resolve test faults.

- 1.5.3 CONSULTANT agrees that the longer term goal, which is not part of this contract, is to link School Dude and Onuma through web-services resulting in real time information.
- 1.5.4 CONSULTANT recommends the DISTRICT provide Alpha Systems with floor plans from the ADDB plans and from the plans prepared by Onuma using FUSION data.

1.6 Licensing. The Foundations for California Community College is the licensing agent for use of the ONUMA System. DISTRICT licensing fees contained herein reflect the minimum license per district which is a 5 user license. Additional licenses can be obtained upon request at a later time if desired.

ARTICLE 2: DISTRICT RESPONSIBILITIES.

2.1. DISTRICT Information. The DISTRICT shall provide full information regarding the Project, including the DISTRICT's objectives, schedule requirements, and other constraints and requirements which may affect the Project scope. The DISTRICT shall provide the CONSULTANT with the Project documents for review and acceptance by the CONSULTANT.

2.2. DISTRICT Representative. The DISTRICT shall designate a representative to act on the DISTRICT's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the DISTRICT and to carry out the DISTRICT's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's performance of services and other obligations hereunder. Unless modified by written notice of the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

Brandye K. D'Lena, Director of Facilities Planning and Purchasing

If the DISTRICT observes or otherwise becomes aware of any fault or defect in the project or the CONSULTANT's services or any non-conformity, the District shall give prompt written notice thereof to the CONSULTANT.

2.3 DISTRICT Consultants. Other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, Alpha Systems, software implementation management services, and SchoolDude. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

ARTICLE 3: CONSULTANT COMPENSATION

3.1 Contract Price for Basic Services. The Contract Price for the CONSULTANT's performance of the Basic Services under this Agreement shall consist of the following lump sum prices:

| | |
|---------------------------|---------|
| District License Per Year | \$1,980 |
|---------------------------|---------|

Cost for Each Campus

| | |
|------------------------------|----------|
| <u>Irvine Valley College</u> | |
| Baseline Model | \$13,000 |
| Integration | \$9,500 |
| Total | \$22,500 |
| <u>Saddleback College</u> | |
| Baseline Model | \$22,000 |
| Integration | \$14,500 |
| Total | \$36,500 |

Virtual Training and Meetings

| | |
|--|----------|
| • Four one hour virtual training sessions on the use of the system | \$1,600 |
| • Two face to face meetings | \$2,400 |
| Grand Total | \$64,980 |

Additional Hourly Support

| | |
|--|-------|
| Hourly support as needed at the following rates. | |
| Basic Support | \$135 |
| Mid Level Support | \$185 |
| Advanced Support | \$288 |

The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego and San Bernardino, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

3.2 District Payments of the Contract Price.

3.2.1 CONSULTANT Billing Statements. CONSULTANT shall submit billing invoices (Use template provided in Exhibit B) to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.

3.2.2 DISTRICT Payment of Contract Price. Within thirty (30) days of the date of the District's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. The DISTRICT may withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

ARTICLE 4: INSURANCE AND INDEMNITY

4.1 CONSULTANT Insurance.

4.1.1 Workers' Compensation and Employers Liability Insurance. CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

4.1.2 Commercial General Liability and Property Insurance. CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT's services under this Agreement and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT's obligations under this Agreement; and (vi) for completed operations. DISTRICT shall be named as additional insured under CONSULTANT's Commercial General Liability policy.

4.1.3 Coverage Amounts. Minimum coverage amounts for policies of insurance obtained by the CONSULTANT hereunder shall be as follows:

| Insurance Policy - | Minimum Coverage Amount - |
|--|--|
| Workers' Compensation | In accordance with applicable law |
| Employer's Liability | One Million Dollars (\$1,000,000) |
| Commercial General Liability (including coverage for automobile liability and property casualty) | Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) project specific in the aggregate |

4.1.4 Policy Endorsements; Evidence of Insurance. CONSULTANT shall deliver Certificates of Insurance and applicable endorsements naming the DISTRICT, the Board of Trustees, and DISTRICT's employees, officers, officials, and contractors as additional insured under the above referenced policies to the DISTRICT. These certificates shall provide evidence of insurance in the minimum coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.

4.2 Indemnity.

4.2.3 CONSULTANT Indemnity of District. CONSULTANT shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the Project itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CONSULTANT's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONSULTANT's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.

4.2.4 DISTRICT Indemnity of CONSULTANT. The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this Agreement, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the Project itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the Project.

ARTICLE 5: TERMINATION

5.1 DISTRICT may, at any time, for any reason, upon thirty (30) calendar days advance written notice, terminate this Agreement and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT on the date specified on said notice.

5.2 DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is

appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 6: TERM

6.1 Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.

6.2 Term. Services under this Agreement shall be diligently performed by the CONSULTANT for two years. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of term, they can be provided as a renewal cost. Extensions to the duration of the CONSULTANT services shall be addressed as outlined in an addendum to the contract.

6.3 Suspension Notice. DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension, and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the Project is suspended for more than 90 consecutive days (though 90 day period may be extended upon mutual written agreement of the Parties), either Party may terminate this Agreement without penalty by giving not less than fifteen days prior written notice.

ARTICLE 7: LIMITS AND ASSIGNMENT

7.1 The obligations of the CONSULTANT pursuant to this Agreement shall not be assigned by the CONSULTANT. There are no third party beneficiaries of this agreement and no one except the parties to the agreement may seek to enforce its terms.

7.2 The District and the CONSULTANT each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

7.3 Neither the District nor the CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, except that the CONSULTANT may assign accounts receivable to a commercial bank for securing loans without approval of the District.

ARTICLE 8: GENERAL

8.1 Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.

8.2 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. No action or failure to act by DISTRICT hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by CONSULTANT.

8.3 Notices. Notices CONSULTANT or DISTRICT are required or desire to serve on the other shall be valid only if addressed to the other as set forth below or as modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices effectuated by personal service shall be deemed effective as of delivery of such notices. Notices effectuated by United States Mail shall be deemed effective the third (3rd) working day after deposit in the United States Mail. Notices hereunder shall be addressed as follows:

| | |
|---|---|
| South Orange County Community College District Attn: Dr. Debra L. Fitzsimons Vice Chancellor, Business Services | Foundation for California Community Colleges Attn: John Roach Executive Director, Technology Services |
| 28000 Marguerite Parkway | 1102 Q Street, Suite 3500 |
| Mission Viejo, CA 92692 | Sacramento, CA 95811 |
| 949-582-4678 | 916-325-8571 |

8.4 Disputes: Mediation and Arbitration In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

8.4.1 All claims, disputes or controversies arising out of or relating to the Project or to this agreement or the breach thereof shall be first attempted to be resolved through mediation. If mediation is unsuccessful, they will be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then prevailing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONSULTANT, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

8.4.2 Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

8.4.3 In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

8.4.4 The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

8.4.5 Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

8.5 Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

8.6 CONSULTANT Accounting Records. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

8.7 Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

8.8 Assignment. This Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party, which approval may be withheld in its sole and absolute discretion. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new members to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed an assignment for purposes of this Agreement.

8.9 Third Party Beneficiary. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third party beneficiary of any right created by this Agreement or by operation of law.

8.10 Exhibits. The Exhibits attached hereto are a part of this Agreement and are incorporated into the Agreement by this reference as if fully set forth herein.

8.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the DISTRICT and CONSULTANT concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified

or amended except by writing executed by the DISTRICT and CONSULTANT. This Agreement and the following enumerated documents constitute the entirety of the Agreement: The written body of the Agreement (pages 1-14), Exhibit A, Sample Invoice. The written body of this Agreement shall take precedent over all other parts of this agreement in the case of conflict between the parts.

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

“DISTRICT”

“CONSULTANT”

South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

By: _____

Name: _____

Title: _____

Tax Payer I.D. _____

EXHIBIT A – INVOICE SAMPLE

Invoice Date

South Orange College Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandy K. D'Lena

Invoice # _____

P.O. # _____

College and Project name

Company Name, Address, contact info

Services for the period

beginning _____

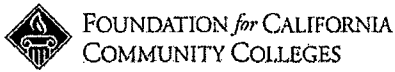
ending _____

| Phase | Phase Fee | Percent of Total Fee | Percent Complete | Fee Earned | Prior Billing | Current Fee |
|---|-----------------|----------------------|------------------|------------|---------------|-------------|
| District License | \$1,980 | 0% | | \$0.00 | | \$ |
| 10% of the Baseline Model work due 2 weeks after start | \$3,500 | 0% | | | | \$ |
| 90% of the Baseline Model work due at completion of Baseline Model | \$31,500 | 0% | | | | |
| 10% of Integration Model fees due at testing phase | \$2,400 | 0% | | | | |
| 90% of Integration at completion of integration (estimated at 8 months) | \$21,600 | 0% | | \$0.00 | | \$ |
| Four Virtual Trainings | \$1,600 | 0% | | | | |
| Two Face to Face Meeting | \$2,400 | 0% | | \$0.00 | | |
| TOTAL | \$64,980 | | | | | |

| Reimbursable Breakdown | |
|------------------------|---------------|
| Reprographics | \$0.00 |
| Total | \$0.00 |

| Outstanding Invoices | Invoice No. | Invoice Amount | Payments/Credits | Balance Due |
|----------------------|-------------|----------------|------------------|-------------|
| | | | | |

EXHIBIT B – ORDER FORM AND MASTER LICENSE AGREEMENT



ORDER FORM
FUSION+CCCGIS+ONUMA LICENSE / SERVICE

Entity Name: South Orange Community College District

| | |
|--|--------------------------------------|
| Primary Contact: | Secondary Contact (optional): |
| Name: <u>Brandye D'Lena</u> | Name: _____ |
| Title: <u>Dist. Director of Facilities Planning/Purchasing</u> | Title: _____ |
| Phone: <u>949-582-4678</u> | Phone: _____ |
| Fax: <u>949-364-2726</u> | Fax: _____ |
| E-mail: <u>bdlena@soccd.edu</u> | E-mail: _____ |

| Onuma Annual License Pricing Summary | | |
|--------------------------------------|----------------|-------------------|
| License Type: Academic Suite | Term: One year | Price: \$1,980.00 |
| License Total Due | | \$1,980.00 |

| Onuma Services Progress Payment Summary – see attached detailed scope | | |
|---|--|--|
| Payment 1 | 2 weeks after start date | \$3,500.00 |
| Payment 2 | At completing of the Baseline Model | \$31,500.00 |
| Payment 3 | At testing phase of integration & coordination work | \$2,400.00 |
| Payment 4 | Due at completion of integration (estimated at 8 months) | \$21,600.00 |
| Optional | Four virtual trainings | \$1,600.00 |
| Optional | Two face to face meetings | \$2,400.00 |
| Total Services | | \$63,000.00 (w/optional services) |

| Participation Terms |
|---|
| 1. Agreement to be Bound. By signing below you agree to be bound to all terms and conditions in the Master Licenses and Services Agreement between FCCC and Onuma, Master Licenses and Services Terms ("Master License Agreement"). |
| 2. Agreement to Pay. Your signature serves as purchase commitment for your organization. |

Entity Name: _____
By: _____
Print Name: _____
Title: _____
Date: _____

| | |
|-----------------------|-------|
| PO Attached: Yes / No | PO #: |
|-----------------------|-------|

Return Signed Order Form and PO to: ATTN: Tracie Callahan | Foundation for California Community Colleges | 1102 Q Street, Suite 3500 | Sacramento, CA 95811



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES & ONUMA, INC.
LICENSE AND SERVICES AGREEMENT**

COVER PAGE

The attached documents describe the relationship between the Foundation for California Community Colleges (“FCCC”), a California public benefit corporation organized under section 501(c)(3) of the Internal Revenue Code, and Onuma, Inc. (“Onuma”), a California Corporation, concerning certain licensing and services to be performed by Onuma to, for or on behalf of FCCC and/or California community colleges, districts and eligible contractors (collectively “Eligible Entities”).

This License and Services Agreement includes this cover page (“Cover Page”), the attached pricing summary (“Pricing Summary”) and the Master Licensing and Services Terms (“Master Terms”). The Master Terms and Pricing Summary are incorporated herein to this Cover Page by reference and are hereinafter collectively referred to as the “Agreement.”

This Agreement shall be effective as of _____, 2011 and shall continue in effect for an initial three (3) year term (“Initial Term”) starting on the effective date of this Agreement. FCCC and Onuma shall have the option to extend the Initial Term for four (4) additional one (1) year Terms (“the Extended Terms”). After expiration of the Initial Term, this Agreement shall be extended automatically for a one (1) year Extended Term unless either party provides written notice of its intention not to renew not less than one (1) month prior to Expiration of the Initial Term or any Extended Term.

FCCC Information

Full Legal Name:
Foundation for California Community Colleges
Principal Place of Business:
1102 Q Street, Suite 3500
Sacramento, CA 95835
Principal Contact Person (“PCP”):
John Roach
Title of PCP: Executive Director, Technology Services
Email of PCP: jroach@foundationccc.org

Onuma Information

Full Legal Name:
Onuma, Inc.
Principal Place of Business:
1055 East Colorado Blvd., Suite 500
Pasadena, CA 91106
Principal Contact Person (“PCP”):
Kimon Onuma
Title of PCP: President and Founder
Email of PCP: ko@onuma.com

In consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, FCCC and Onuma by signing this Cover Page, acknowledge their acceptance of and agreement to all the terms and conditions in the Agreement.

FCCC

By: _____
Name (Print): _____
Title: _____
Date: _____

Onuma

By: _____
Name (Print) _____
Title: _____
Date: _____

FCCC

By: _____
Name (Print): _____
Title: _____
Date: _____

Onuma (second signature if required)

By: _____
Name (Print) _____
Title: _____
Date: _____

**FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES & ONUMA, INC.
LICENSE AND SERVICES AGREEMENT**

MASTER LICENSING AND SERVICES TERMS

RECITALS

WHEREAS, the Foundation for California Community Colleges ("FCCC") and Onuma, Inc. ("Onuma") have determined that it is a benefit to establish a Master Agreement so that any or all California community colleges and/or districts and/or eligible contractors (collectively "Eligible Entities" and individually "Eligible Entity") may purchase certain licenses at set prices and/or services as defined below; and

WHEREAS, Onuma desires to enter into a Master Agreement with FCCC to provide said licenses and/or services pursuant to the terms and conditions agreed to in this Agreement.

NOW THEREFORE, in consideration of the promises in this Agreement and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to the terms and conditions stated below.

LICENSING AND SERVICES TERMS

1. Onuma-provided Licenses and Services. The parties agree that Eligible Entities may place orders for the licenses and services described in Section 1.1 "Licenses" and Section 1.2 "Services" of this Agreement by executing a separate order form provided by FCCC ("Order Form"). Upon their execution of the Order Form, Eligible Entities shall be bound by all terms and conditions in this Agreement and those contained in the Order Form, provided that in the event of any conflict between the terms of this Agreement and the Order Form, the Order Form shall take precedence except with respect to legal provisions, in which case this Agreement shall take precedence.

1.1 Licenses. Subject to the terms and conditions of this Agreement, Onuma shall provide annual licenses to Eligible Entities who have executed an Order Form. The annual licenses shall permit Eligible Entities to access the Onuma platform and enable Eligible Entities to use the building information modeling features (hereinafter, referred to as "License" or "Licenses"). FCCC shall provide Order Forms to Eligible Entities and shall distribute Licenses to Eligible Entities. Each License shall commence on the date provided to Onuma by FCCC, and shall not expire for a period of twelve (12) months. FCCC will be solely responsible for ensuring Onuma has proper access to FUSION data via the Onuma System.

1.2 Services. Subject to the terms and conditions of this Agreement, Onuma shall provide services to Eligible Entities who have executed an Order Form with an attached services order describing services pertaining to building modeling services and campus project planning and analysis (hereinafter referred to as "Services"). FCCC shall provide Order Forms to Eligible Entities and shall communicate to Onuma the Services, if any, each Eligible Entity desires. Onuma shall then provide a quote and services order for the desired Services containing (i) a detailed statement of work, (ii) the total price and schedule for the services to be provided by Onuma, and (iii) any progress payments required by Onuma. For each service order, the statement of work shall be limited to the services identified in this Section 1.2.

1.3 Eligible Entities. FCCC in its sole discretion shall determine whether a contractor qualifies as an "Eligible Entity" for the purposes of this Agreement.

2. FCCC-provided Administration. FCCC shall perform all of its duties, responsibilities and obligations as administrator of purchases under this Agreement as set forth herein, and Onuma hereby agrees that FCCC shall act in the capacity of administrator of purchases under this Agreement.

- FCCC and Onuma shall have joint responsibility for marketing and promoting the Licenses and Services; FCCC shall exercise its sole independent judgment and discretion as to the amount, level, and to which Eligible Entities it markets
- FCCC shall administer contracts with Eligible Entities by managing the contracts and related paperwork
- FCCC shall collect payment from Eligible Entities

3. License Grant. Subject to the terms and conditions of this Agreement, Onuma hereby grants FCCC and each Eligible Entity who orders a License a nonexclusive license to access and use the Onuma platform during the Term identified in the order form in the quantities identified therein. ~~Upon expiration or termination of this Agreement, all licenses granted under this Agreement shall immediately terminate without prior notice to Eligible Entities and Eligible Entity shall lose user access.~~ The licenses granted under this Agreement are not perpetual.

4. Payment. Payment to Onuma will be made after FCCC has received payment from each Eligible Entity. Onuma reserves the right to issue an order to stop work only in the event that (1) a dispute should arise regarding failure of payment or (2) FCCC or Eligible Entity gives Onuma a notice of termination. The stop work order will be in effect until the dispute has been resolved or as otherwise agreed to by Onuma.

5. Termination

~~5.1 Termination for Convenience. FCCC shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing Onuma and Eligible Entities written notice of termination at least thirty (30) calendar days in advance. In such a case, any Eligible Entity's current active Licenses and Services pursuant to this Agreement shall terminate as well.~~

5.2 Termination for Cause. FCCC or Onuma may terminate this Agreement for a material, uncured breach by the other party, provided the terminating party notifies the non-terminating party of the breach and provides at least thirty (30) days to cure said breach. Subject to the thirty (30) day cure period, termination for cause may occur either immediately or after the passage of time identified in the notice of termination. In such a case, any Eligible Entity's current active Licenses and Services pursuant to this Agreement shall terminate as well.

5.3 Termination by Eligible Entity. Eligible Entity shall have the right to terminate their current active Licenses or Services for any reason or no reason, without penalty, at any time by providing FCCC and Onuma written notice of termination at least thirty (30) calendar days in advance. Termination of any current active Licenses or Services by an Eligible Entity shall not affect the Term of this Agreement between FCCC and Onuma or any other Eligible Entity's current active Licenses and Services. Eligible Entity shall also have the right to terminate their current active Licenses or Services for a material, uncured breach by the other party, provided the terminating party notifies the non-terminating party of the breach and provides at least thirty (30) days to cure said breach. Subject to the thirty (30) day cure period, termination for cause may occur either immediately or after the passage of time identified in the notice of termination.

5.4 Procedures at Termination. Upon termination by FCCC or Eligible Entity for convenience or cause, Eligible Entity and/or FCCC shall only be liable to FCCC and/or Onuma for work completed to date. ~~Onuma and Eligible Entity(ies) hereby waive any other claim for damages including but not limited to damages or claims for lost profits, liquidated damages, punitive damages, general or special damages, indirect or consequential damages arising from FCCC's termination of this Agreement.~~ This provision does not preclude FCCC and/or Eligible Entity from raising disputes concerning Onuma's Licenses and Services rendered. Upon termination by FCCC or Eligible Entity for convenience or cause, FCCC and/or Eligible Entity agrees to work collaboratively with Onuma to assist with facilitating continuation of Services and/or Licenses if requested by Eligible Entity and Onuma. Upon termination by FCCC or Eligible Entity for convenience or cause, Onuma shall return the Eligible Entity's data and destroy all of Eligible Entities data on Onuma's server, unless otherwise directed by FCCC or Eligible Entity.

6. Purchasing of Services. With respect to Eligible Entities' purchase of Services, FCCC: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of Onuma; (ii) shall not be obligated, liable or responsible for any order made by Eligible Entity or any employee thereof or for any payment required to be made

with respect to such order; in each case such Eligible Entity will agree in writing to be fully liable for payment and for its conduct under its order form and service; and (iii) shall not be obliged, liable or responsible for any failure by any Eligible Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under this Agreement. FCCC makes no representation, warranty or guarantee with respect to any minimum numbers of licenses or purchases by any Eligible Entity or any employee thereof under this Agreement.

7. Representations. Onuma represents and warrants that the Licenses and Services will substantially conform to industry standards and the Licenses and Services will function as intended during the term of this Agreement.

8. Notices. Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to all individuals set forth below. FCCC may, by written or electronic notice delivered to Onuma and/or Eligible Entity(ies), designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FCCC
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: Executive Director, Technology Services
Email: jroach@foundationccc.org

Contracts issues only (including but not limited to Contract Notices):

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: Contracts Manager
Email: mpinkerton@foundationccc.org

ONUMA
Onuma, Inc.
1055 East Colorado Blvd., Suite 500
Pasadena, CA 91106
Attn: Kimon Onuma
Email: ko@onuma.com

9. Assignment. This Agreement and FCCC's rights and obligations hereunder may be assigned at FCCC's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform FCCC's obligations hereunder. In addition, this Agreement may be assigned by Onuma, with prior written consent of FCCC only to (i) a parent or subsidiary, (ii) an acquirer of substantially all of the assignor's assets, or (iii) a successor by merger or acquisition of the assignor. Any purported assignment in violation of this section shall be void.

10. Indemnification and Insurance.

10.1 Indemnification. Onuma, its heirs and/or its approved assigns ("Indemnitor") will indemnify, defend and hold FCCC, and its directors, officers, and employees, and/or its approved assigns (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the licensing described herein or performance of Services or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services or the licensing described herein and/or (d) Indemnitor's breach of its confidentiality and security obligations. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1)

Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FCCC must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.

10.2 Insurance. Onuma, at Onuma's sole cost and expense, will obtain, keep in force, and maintain insurance as listed herein. ~~Coverages required will not limit any liability of Onuma and will include: commercial general liability insurance with a combined single limit of no less than \$1 million per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the Onuma, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate; and workers compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name FCCC, its directors, officers, and employees as Additional Insureds.~~ Onuma, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish FCCC with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Onuma and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FCCC. Any failure of FCCC to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

11. Intellectual Property

11.1 Licenses and/or Services. Onuma represents and warrants to FCCC all of the following: (a) that Onuma owns and controls all the intellectual property rights for any work not first created, first developed or first produced pursuant to this Agreement, or if licensed by Onuma, Onuma has all necessary rights and licenses to grant the license and rights granted herein; trade secret know-how, moral rights or other intellectual property rights of any third party; (b) there are no contracts which prohibit Onuma from (i) performing the Services necessary to fulfill the terms of this Agreement and (ii) licensing to FCCC all the rights granted hereunder.

11.2 Services. Onuma agrees that any and all Services rendered and documents or other materials, processes, and/or trademarks or servicemarks first created, first developed or first produced pursuant to this Agreement ("Services Work Product") whether by Onuma, or any employees or subcontractors to Onuma, shall be and are Work Made for Hire pursuant to Section 201 of the United States Copyright Act of 1976, as amended (the "Copyright Act"). The copyright for all Services Work Product first created, first developed, or first produced as a result of this Agreement shall belong to FCCC (or its assignee) and all rights, title, and interest in and to the Services Work Product first created, first developed, or first produced under this Agreement or under any subcontract shall be assigned and transferred to FCCC (or its assignee). This Work Made for Hire clause shall survive the expiration or early termination of this Agreement. Accordingly, without limiting the generality of the foregoing, FCCC (or its assignee) shall be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Services Work Product and to reproduce, adapt, distribute, publicly perform and display, sublicense and otherwise exploit the Services Work Product and such derivative works, by any and all means and in any and all media now or hereafter known throughout the world and in perpetuity. To the extent the Services Work Product is not deemed to be a Work Made for Hire, Onuma hereby irrevocably and unconditionally assigns, transfers, releases, and conveys to FCCC (or its assignee) all rights, title and interest to such Services Work Product, including but not limited to all other patent rights, copyrights, trademark rights, and trade secret rights. If this Agreement is terminated, Onuma will promptly, upon request, provide to FCCC all Services Work Product prepared, in hard and/or soft format. FCCC (or its assignee) retains the right to use Services Work Product regardless of any disputes including but not limited to disputes over compensation.

11.3 Ownership of Data and Information. Eligible Entity shall have sole ownership of all data and information used, created, developed, or produced in the course of this Agreement or prior thereto. Onuma has no right to use Eligible Entity's data and/or information except in connection with its performance of Services under

this Agreement. Eligible Entity's data and/or information shall not be shared with or disclosed in any manner to any third party by Onuma without first obtaining the consent of the Eligible Entity.

12. Service Availability. Provided Eligible Entity continues to timely make all payments and FCCC timely processes and pays Onuma in accordance with this Agreement, Onuma represents and warrants that during the Term of this Agreement it will not withhold Services or Licenses provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Agreement, except as may be specifically authorized herein.

13. ~~Commitment to Conduct Data Backups and Data Security~~. Onuma warrants that it will (1) execute incremental backups of all hosted Eligible Entity information, and (2) maintain and enforce safety and physical security procedures with respect to its access and maintenance of Eligible Entity data and information that are at least equal to industry standards for such types of locations, and which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of Eligible Entity data and information under this Agreement.

GENERAL TERMS AND CONDITIONS

14. Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

15. Legal and Regulatory Compliance. Onuma shall perform all services in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards of the State of California, and applicable federal and local law. Books and records relating to this Agreement will be maintained in accordance with generally accepted accounting principles by Onuma. FCCC or its authorized representative will have the right to access, audit and/or copy Onuma's records. Onuma agrees to provide FCCC access (with the ability to copy same) to Onuma's records arising, in any way, under this Agreement ("Records"), within five (5) calendar days of a written request for such access. Onuma will preserve Records as required by applicable federal, state or local laws, but in no event for a period of less than three (3) years from the date of final payment under this Agreement. This paragraph is deemed material to the formation of this Agreement.

16. Non-Discrimination. Onuma shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. Onuma shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a)-(f) et. seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et. seq.)

17. Debarment and/or Suspension. Onuma shall comply with Executive Order 12549, Debarment and Suspension. Onuma represents and warrants that Onuma is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

18. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between all parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between FCCC, Onuma and Eligible Entities regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by FCCC and shall not be of any effect or in any way binding upon FCCC.

19. Modification of Agreement. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

20. Law to Govern; Venue. This Agreement shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this Agreement shall be

resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

21. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

23. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement. Authorized signatories of FCCC are two (2) signatories both of which must be the CEO or CFO or a Vice President regardless of the dollar value, who must sign this Agreement, any amendment or modification thereto, for it to be authorized and valid.

24. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

25. Non-waiver. The failure of any party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FCCC must be in writing.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3220: Institutional Membership in Organizations, BP-3101: Budget Management, BP-2100.1: Delegation of Authority to the Academic Senate

ACTION: Discussion/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

Three board policies are presented to the board for "Discussion/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 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 Council on May 10, 2012 for review and recommendation to the Chancellor and presented to the Board of Trustees for review and study at the May 21, 2012 board meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for discussion/approval the board policies, as shown in Exhibit A through C.

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3220
BUSINESS

INSTITUTIONAL MEMBERSHIP IN ORGANIZATIONS

Institutional membership in local, state and national organizations, including the renewal of memberships and the payment of dues to selected organizations, must have the prior and annual approval of the Board of Trustees.

The Chancellor will develop an administrative regulation for memberships.

Reference:

California Education Code, Section 70902

Adopted: 3-24-70
Revised: 5-23-88
Revised: 4-26-99
Reviewed: 10-13-10

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3101
BUSINESS

BUDGET MANAGEMENT

The budget shall be managed in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. Budget revisions shall be made only in accordance with these policies and as provided by law.

Revenues accruing to the District in excess of amounts budgeted shall be added to the District's reserve for contingencies unless t. They are ~~available for appropriation~~ appropriated only upon by a resolution of the Board that sets forth the need according to major budget classifications in accordance with applicable law.

Board approval/ratification is required for changes between major expenditure classifications. A transfer between major classifications of expenditures may be approved by the Chancellor or ~~his/her~~ designee, subject to ratification by a majority of the Board of Trustees, duly convened. Transfers from the reserve for contingencies to any expenditure classification must be approved in advance by a two-thirds vote of the members of the Board.

All approved transfers shall be filed with the Orange County Department of Education.

References:

Title 5 Sections 58307, 58308

Adopted: 9-23-91
Revised: 4-26-99
Revised: 9-29-03
Revised: 4-28-08

BOARD POLICY

2100.1

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

ADMINISTRTION

DELEGATION OF AUTHORITY TO THE ACADEMIC SENATE

In response to ~~Sections 53200-53205, of~~ Title 5, Calif. Code of Regulations, it is the policy of the Board of Trustees that there shall be appropriate delegation to the college academic senates of responsibility for and authority over academic and professional matters. ~~[53203(a)]~~. Regarding such matters, the Board of Trustees:

1. Recognizes the college academic senates as the representative of the faculties; and
2. Will rely primarily upon the advice and judgment of the academic senates in accordance with processes of collegial consultation as defined below; and
3. Designates the Chancellor of the District as its agent for purposes of implementation.

I. SCOPE

Academic and professional matters upon which the Board of Trustees will rely primarily upon the advice and counsel of the academic senates. ~~include [53200]~~:

1. Curriculum, including established prerequisites and placing courses within disciplines;
2. Degree and certificate requirements;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. District and college governance structures, as related to faculty roles;
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports;
8. Policies for faculty professional development activities;
9. Processes for program review;

DELEGATION OF AUTHORITY TO THE ACADEMIC SENATE

BP 2100.1

10. Processes for institutional planning and budget development; and
11. Other matters as mutually agreed upon between the Board of Trustees and the academic senate, or as otherwise provided by statute or regulation.

II. PROCESS OF COLLEGIAL CONSULTATION

Primary reliance upon the advice and counsel of the academic senates means that the Board of Trustees and/or its designees will accept the recommendations of the academic senates regarding academic and professional matters as itemized above, and will act otherwise only in exceptional circumstances and for compelling reasons. If a recommendation of the senate is not accepted, the Board of Trustees or its designee will promptly communicate its reasons in writing, ~~{53203(d.1)}~~. Such explanation will convey the “exceptional circumstances and compelling reasons” that necessitated the action in question.

In exercising their delegated authorities and responsibilities, the college academic senates will consult collegially with administrative staff and other governance groups and will do so through appropriate governance processes developed and implemented at each college. Each college president has the responsibility and the authority to determine whether the college senate has duly observed these obligations and may refuse to accept recommendations that have been formulated outside defined processes of college governance. Any such rejection is to be made in writing and is to specify the procedural concerns to be addressed before the recommendation is reconveyed.

III. IMPLEMENTATION

All existing policy regulations, procedures, and guidelines addressing academic and professional matters will remain in place and be subject to modification only through the processes of collegial consultation as defined herein. The academic senates will honor requests from the Board of Trustees and/or its agents to review relevant policies, regulations, procedures, and/or guidelines should be Board of Trustees and/or its agents believe that modifications are necessary or appropriate.

IV. STATUS

Board Policy 2100.1 is in mutual agreement between the governing board and the academic senates and may be modified upon mutual consent of the parties.

Nothing contained herein will limit other rights and responsibilities of the academic senate as otherwise provided in statute or regulation, nor will this policy constrain the Board of Trustees in ways other than are herein agreed, ~~{53203(a)}~~. Nothing contained herein is to impinge upon the due process rights of faculty, nor to limit the collective bargaining rights of the faculty’s exclusive representative. The Board of Trustees will respect agreements between the academic senates and collective bargaining agents as to how they will consult, collaborate, share, or

Adopted: 5-08-95
Revised: 4-26-99
Revised: 2-25-02
Revised: 7-26-04

delegate among themselves the responsibilities that are delegated to the senates pursuant to this policy. ~~{53204}~~.

Reference:

Title 5 California Code of Regulations; Sections 53200-53205, 53203(a), (d), (d.1)

Adopted: 5-08-95
Revised: 4-26-99
Revised: 2-25-02
Revised: 7-26-04

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-104: Student Member of the Board of Trustees, BP-166: Health Benefits-Board Members, BP-170: Board Member Absence from the State, BP-3205: Insurance, BP-3300: Gifts, BP-3600: Disposition of District Property, BP-3605: Employee Travel Program, BP-4205: Disciplinary Action of Classified Personnel, BP-5520: Accreditation

ACTION: Review and Study

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

Nine 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 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 Council on June 14, 2012 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 Exhibit A through I.

BOARD POLICY

104

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

STUDENT MEMBER OF THE BOARD OF TRUSTEES

A. There shall be one nonvoting (advisory) student member of the Board of Trustees.

B. QUALIFICATIONS

Candidates for Student Trustee must meet the following criteria:

- ~~1. At the time of nomination and during the term of service the student shall be a resident of California as determined pursuant to California Education Code, Section 68000 et. seq., including but not limited to Section 68062 (a-i).~~
12. Be currently enrolled in the South Orange County Community College District (SOCCCD) for at least five units and is in good standing (i.e., not on academic or social probation). The student member is not required to give up employment with the District.
23. Have completed no fewer than 12 units in the SOCCCD.
34. Have a minimum cumulative 2.0 G.P.A.
45. Candidates must be students of record of the designated college prior to and during their term of office.

C. REQUIREMENTS OF OFFICE

While in office the Student Trustee must:

1. Maintain eligibility as defined in Section B, 1., 2., 3., and 4 (above), during his/her term of office.
2. Hold no other elected or appointed ASGSC/ASIVC positions within the SOCCCD.

D. TERM OF OFFICE

1. The term of the Student Trustee is one year (May through the following April).
2. A Student Trustee term of office terminates upon a determination of disqualification under the provisions of Section E.

STUDENT MEMBER OF THE BOARD OF TRUSTEES

E. DISQUALIFICATION FROM OFFICE

1. Automatic and immediate forfeiture of office, including all rights and privileges thereof, will be required if the Student Trustee:
 - a. Does not maintain the requirements of office contained in Sections B, C, and K; or
 - b. Is suspended for more than 10 days pursuant to student conduct policies or regulations.
2. A student disqualified from office under the provisions above, shall be liable for any compensation received after he or she became ineligible for office.
3. Upon disqualification from office, the student must immediately return all District property provided to him or her while in office.
4. In addition to any of the disqualifying event set forth above, the office of Student Trustee will become vacant upon the occurrence of any of the events set forth in Government Code, Section 1770.

F. ELECTION

There shall be an election during the spring semester. The student trustee position shall be rotated between Irvine Valley College and Saddleback College. The election shall be held only on the campus of the college that is designated for the student trustee position for the upcoming year. The Student Member of the Board of Trustees will be elected by students enrolled at the designated college. The student member may be recalled by all the students of the student body in an election held for that purpose in accordance with administrative regulations established by the Chancellor.

G. RECALL

The Student Trustee is subject to recall procedures established for recalling officers of the Associated Student Governments at each campus. No recall election will be held if the petition to recall is received within 90 days prior to the scheduled student elections, which are held in April.

H. SELECTION OF A REPLACEMENT

If a Student Trustee position becomes vacant due to qualification, recall, resignation, or other reasons, the board shall:

1. Order a special election, or

Adopted: 7-14-80 Revised: 5-11-92 Revised: 11-29-03 Revised: 4-25-11
Revised: 4-23-82 Revised: 4-25-94 Revised: 11-14-05
Revised: 3-07-88 Revised: 4-26-99 Revised: 8-27-07
Revised: 1-17-89 Revised: 8-26-02 Revised: 8-26-08

STUDENT MEMBER OF THE BOARD OF TRUSTEES

2. Make an appointment to fill the vacancy within 60 days. All rules of eligibility shall apply and the replacement Student Trustee shall serve out the remainder of the one-year term.

No special election will be called if the vacancy occurs within 90 days prior to the scheduled April student elections. The student member position on the board will remain vacant for that time.

I. INSTALLATION IN OFFICE

1. The person elected or appointed student trustee will be sworn into office at the first board meeting following his or her election, or at the meeting at which he or she is appointed by the board.
2. The President of the Board of Trustees may appoint a Trustee to serve as the student trustee's mentor.

J. RIGHTS AND PRIVILEGES

On or before the regular meeting in April of each year, the Board shall consider whether to afford the student member any of the following privileges:

1. The Student Trustee shall be seated with the board and be recognized as a full member of the Board at public meetings, and shall receive all materials presented to board members for open session, and to participate in discussion at board meetings.
2. The Student Trustee shall have the right to make and second motions.
3. The Student Trustee shall be compensated in the amount of \$200 per month paid by the District.
4. The Student Trustee shall receive mileage reimbursement (BP-4051, Reimbursement) paid by the District.
5. The Student Trustee shall receive the same college health services available to all college students, and said services shall be paid for by the District.
6. With prior Board of Trustee approval, the Student Trustee may attend State of California conferences which relate to their duties as a student member of the Board of Trustees. Reimbursement will be paid by the District.
7. The Student Trustee shall receive college parking fee reimbursement paid by the District.

Adopted: 7-14-80 Revised: 5-11-92 Revised: 11-29-03 Revised: 4-25-11
Revised: 4-23-82 Revised: 4-25-94 Revised: 11-14-05
Revised: 3-07-88 Revised: 4-26-99 Revised: 8-27-07
Revised: 1-17-89 Revised: 8-26-02 Revised: 8-26-08

STUDENT MEMBER OF THE BOARD OF TRUSTEES

K. DUTIES AND RESPONSIBILITIES

The Student Trustee shall agree to perform to the best of his/her ability the following duties and responsibilities:

1. Attend all regular and special meetings of the board, except closed sessions.
2. Review the agenda of the board prior to each meeting.
3. Confer with leaders of the ASGSC/ASIVC at least monthly at each campus prior to each meeting of the board. Attend annual ASGSC and ASIVC retreats, student government meetings, commencement ceremonies, chancellor's opening sessions and other key district-wide and college events.
4. When appropriate, confer with students, student groups and organizations, and/or college and District administrators in relation to District policies and board actions and/or agenda items.
5. Participate in the discussion of agenda items presented.
6. Cast an advisory vote on public agenda items; however, the Student Trustees vote will not be included in determining the vote required to carry any measure before the board.
7. When appropriate, provide feedback to all students, student groups, and leaders of the associated student governments at each campus concerning District and board policies and actions.

See J. (above), Rights & Privileges

Reference:

California Education Code Section 72023.5

Adopted: 7-14-80 Revised: 5-11-92 Revised: 11-29-03 Revised: 4-25-11
Revised: 4-23-82 Revised: 4-25-94 Revised: 11-14-05
Revised: 3-07-88 Revised: 4-26-99 Revised: 8-27-07
Revised: 1-17-89 Revised: 8-26-02 Revised: 8-26-08

BOARD POLICY

166

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

HEALTH BENEFITS – BOARD MEMBERS

Members of the Board shall be permitted to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefit programs shall not be greater than the most generous schedule of benefits being received by any category of an employee of the District.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years.

Other former Board members, who have been elected for two terms, may continue to participate in the District's health benefits programs on a self-pay basis. Former trustees who participate on a self pay basis shall pay in advance the cost the district pays for the plan.

The benefit plan options shall cover only the former trustee, trustee spouse or domestic partner, survivor, and the trustee's minor dependents to the age as defined by federal law. The former trustee may select one or more health benefit options provided to administrators, faculty, and/or classified employees.

Once a benefit plan is selected by the former trustee's surviving family, no additional members can be added.

Reference:

Government Code Section 53201

BOARD POLICY

170

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD MEMBER ABSENCE FROM THE STATE

No member of the Board shall be absent from the state for more than 60 continuous days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 continuous days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

Reference:

Government Code Section 1064

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3205
BUSINESS

INSURANCE

The Chancellor or designee shall be responsible to secure insurance for the District as required by law, which shall include but is not limited to the liabilities described ~~in Education Code~~ as follows:

- A. Liability for damages for death, injury to persons or damage or loss of property.
- B. Personal liability of the members of the Board of Trustees and the officers and employees of the District for damages for death, injury to a person, or damages or loss of property caused by the negligent act or omission of the member, officer or employee when acting within the scope of his or her office or employment. ~~The Chancellor may authorize coverage for persons who perform volunteer services for the District.~~
- C. Worker's compensation insurance.
- ~~D. Insurance also shall include fire insurance and insurance against other perils.~~

~~The District may join in a joint powers agreement pursuant to Education Code Section 81603 for the purposes describe in this policy.~~

Reference:

Education Code Sections 70902; 72502; 72506; 81602, et seq.

Adopted: 4-08-91
Revised: 4-26-99
Revised: 9-29-03
Revised: 5-26-09

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3300
BUSINESS

GIFTS

The Board shall consider all gifts, donations and bequests made to the District. The Board reserves the right to refuse to accept any gift which does not contribute toward the goals of the District, or the ownership of which would have the potential to deplete resources of the District.

The District shall assume no responsibility for appraising the value of gifts made to the District.

Acceptance of a gift shall not be considered endorsement by the District of a product, enterprise or entity.

In no event shall the District accept a donation from any donor who engages in practices or policies which discriminate against any person on the basis of ~~race, sex (i.e., gender), color, religion, national origin, age, disability, or sexual preference,~~ nationality, religion, age, gender, gender identity, gender expression, race or ethnicity, medical condition, genetic information, ancestry, sexual orientation, marital status, or physical or mental disability, or when the stated purpose of the donation is to facilitate such discrimination in providing educational opportunity.

Reference:

California Education Code, Section 72122

Adopted: 4-07-75
Revised: 5-23-88
Revised: 4-26-99
Revised: 9-29-03
Revised: 8-26-08

BOARD POLICY

3600

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

DISPOSITION OF DISTRICT PROPERTY

The Board of Trustees board shall authorize the disposal of surplus or obsolete supplies and equipment which are no longer required or suitable for District purposes and authorize the Chancellor or his/her designee to dispose of such supplies and equipment in conformance with the law and District procedures. All sales of surplus district property shall be reported to the Board of Trustees on a periodic basis.

~~All sales of surplus personal property shall be reported to the Board on a periodic basis.~~

This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

Reference:

Education Code Section 70902(b)(6), 81383, 81384, 81450, 81452

Adopted: 9-08-80
Revised: 4-06-87
Revised: 5-23-88
Revised: 4-26-99
Revised: 9-29-03

Revised: 4-28-08

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|--|
| Reviewed by BPARAC & Chancellor on 2-27-12. No recommended change to policy |
|--|

BOARD POLICY

40513605

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES BUSINESS SERVICES

REIMBURSEMENT EMPLOYEE TRAVEL PROGRAM

The South Orange County Community College District allows travel for employees for district business related purposes. The Chancellor shall establish Administrative Regulations relating to the reimbursement payment of approved mileage and travel expenses.

Reference:

Education Code 87032

Adopted: 5-08-67
Revised: 6-04-69
Revised: 10-08-73
Revised: 11-06-78
Revised: 11-24-80

Revised: 4-10-89
Revised: 4-26-99
Revised: 1-31-05

| |
|--|
| Reviewed by BPARAC & Chancellor on 7-6-11 No Recommended Change to Policy |
|--|

BOARD POLICY

4205

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES PERSONNEL

DISCIPLINARY ACTION OF CLASSIFIED PERSONNEL

The continued employment of any classified employee is contingent upon the appropriate performance of the assigned duties and the employee's personal fitness. Cause for disciplinary action shall include, but shall not be limited to the following factors:

1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or co-workers, or any willful failure of good conduct that tends to injure the public service, or any willful or persistent violation of the provisions of the California Ed. Code, or policies, rules, regulations, or procedures adopted by the Board of Trustees.
2. Engaging in a political activity during assigned working hours by the employee.
3. Any of the grounds set forth in ~~Section 87732~~ of the California Education Code concerning a regular employee.
4. Frequent requests for unexcused absences that result in the disruption and loss of efficiency in the operating unit in which the employee is assigned.
5. Continuing absences because of illness after the exhaustion of sick leave benefits or when sick leave is taken for trivial dispositions.
6. The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment or a place on the eligibility list.

No disciplinary action shall be taken for any cause that occurred more than two (2) years preceding the date of the filing of notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the information to the district.

All recommendations for disciplinary action shall be completed by the appropriate administrator or the Chancellor. They shall be in writing and shall state all the charges and conditions involved. Recommendations shall be routed to the Deputy Chancellor for review and forwarded to the Chancellor.

In cases where disciplinary action is recommended, the Chancellor will notify the board and the employee and state the reasons. Such notice shall be in writing, and shall be served upon the employee personally by the Chancellor or an appointed designee. If the employee cannot be contacted on the job or at the last known place of residence, the provisions of this

policy shall be deemed to have complied with if a copy of the charges is mailed at a United States Post Office, addressed to the employee's last known mailing address as recorded in the office of Human Resources.

When the employee is classified as a permanent employee, a written notice of the specific charges shall include a statement of the employee's right to a hearing on the charges and the period within such a hearing will occur. The investigation, hearing, and defense shall be limited to the reasons for the charge by the appropriate administrator or Chancellor.

The representative of the district shall first present evidence to support the charges of the Board of Trustees. The employee shall then have the right to present evidence. Witnesses called by either side shall be subpoenaed by the board. Requests for subpoenas must be filed with the secretary of the board at least seventy-two (72) hours prior to the date of the hearing. A list of witnesses shall be submitted to the board at least twenty-four (24) hours prior to the date of the hearing. At the conclusion of the hearing, the charges shall be considered, either in open or closed session, and a decision shall be made. The employee may waive the right to a public hearing.

At the hearing, the employee, appropriate administrator, or the Chancellor shall have the right to speak and present evidence.

The following rules of evidence shall apply.

1. Oral evidence shall be taken only on oath or affirmation.
2. Each party shall have these rights:
 - a. To call and examine witnesses
 - b. To introduce exhibits
 - c. To cross-examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered during direct examination
 - d. To impeach any witness, regardless of which party called the witness to testify
 - e. To rebut the evidence against the witness

If the employee respondent does not testify, the employee may be called and examined as if under cross-examination.

3. The hearing need not be conducted according to technical rules related to presenting evidence and calling witnesses. Any relevant evidence shall be admissible if it is the type of evidence responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of the evidence improper over an objection in civil actions.

Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over an objection in civil actions. The rules of privilege shall be effective to the same extent they are recognized in civil actions. Irrelevant or unduly repetitious evidence shall be excluded.

All hearings before the Board of Trustees shall be governed by the aforementioned procedure. The board shall not be bound by technical rules of evidence.

The Board of Trustees may retain the services of a hearing officer to conduct the hearing and make a recommended decision to the Board of Trustees. The hearing officer shall submit a written recommended decision to the Board of Trustees. At its next schedule of meetings, the Board of Trustees shall review the hearing officer's recommended decision and make a final decision. The board shall make the judgment that the recommendation of the hearing officer or the appropriate administrator or the Chancellor was taken for reasonable cause or that the recommendation of the hearing officer or the appropriate administrator or the Chancellor be sustained in full, modified, or rescinded.

If the board concludes that the disciplinary action was for a reasonable cause and the recommendation of the appropriate administrator or the chancellor should be modified, the modification may provide that in lieu of dismissal, the employee should be demoted to a lower classification for which the employee is properly qualified or restored to the position formerly held, subject to forfeiture of pay for all or a portion of the period the employee was removed from duty.

Any finding by the board shall not be subject to judicial review. In addition, the determination of the sufficiency of cause for disciplinary action shall be conclusive.

Reference:

California Education Code, Sections 87732

Adopted: 2-13-68
Revised: 9-29-69
Revised: 4-20-89
Technical Update: 4-26-99
Revised: 5-28-02

Reviewed:

BOARD POLICY

5520

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

STUDENTS

ACCREDITATION

The College Presidents shall ensure the College complies with the accreditation process and standards of the Accrediting Commission of Community and Junior Colleges and of other District programs that seek special accreditation.

The Chancellor shall keep the Board of Trustees informed of approved accrediting organizations and the status of accreditations.

The Chancellor shall ensure that the District and the Board of Trustees are involved in any accreditation process in which the District and the Board of Trustees' -participation is required.

The Chancellor shall provide the Board of Trustees with the accreditation reports, and any actions taken or to be taken in response to recommendations in an accreditation report.

Reference:

Accreditation Eligibility Requirement 20, Standard IV.B.1.i

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Management Reorganization and Reclassification

ACTION: Approval

BACKGROUND

To enhance student support services and more effectively increase transfers and degree and certificate completions, Saddleback College must reorganize the management structure of its student services division. Currently, a disproportionate share of student services programs fall under the responsibility of a single dean (see Exhibit A: Current Student Services Organization Chart). This workload imbalance, coupled with growing student and college demands, has made it imperative to realign the duties and responsibilities of some managers and administrators. The proposed reorganization (see Exhibit B: Proposed Student Services Organization Chart) reclassifies two existing management positions to two deans: 1) Dean of Enrollment Services; and 2) Dean of Transfer, Career and Special Programs.

Dean of Enrollment Services – The Dean of Enrollment Services is similar to a new IVC position that was approved by the Board of Trustees in March 2011. This position is a reclassification of Jane Rosenkrans, Director of Admissions, Records and Enrollment Services. Under the proposed reorganization, this dean will have direct responsibility for many of the college's "front-door" student services including admissions and records, financial assistance and scholarships, outreach and recruitment, student information, and international students.

Dean of Transfer, Career and Special Programs – The Dean of Transfer, Career and Special Programs is a reclassification of Terence Nelson, Assistant Dean of Counseling Services and Special Programs. Under the proposed reorganization, this dean will have direct responsibility for transfer center, career center, and an array of student support services including VETS.

A study of other community colleges in the region revealed that while Saddleback is one of the largest comprehensive community colleges, it has the fewest number of student services deans. In fact, it was discovered that Saddleback is the only large college with a one dean structure while most comparable colleges had at least three deans. Even colleges much smaller than Saddleback have more than one dean, including Irvine Valley College which has two deans. In addition to the three student services deans, Saddleback is proposing to reorganize and re-class several other management positions in the college to provide more effective leadership and remain consistent with other district classifications (see Exhibit C: Proposed Management Organization Chart). These positions include: 1) Director of College Broadcast Services; 2) Director of Marketing and Communications; 3) Director of Learning Assistance; 4) Director of Outreach and Recruitment.

Director of College Broadcast Services – The Director of College Broadcast Services is a reclassification of Terry Wedel, Director of College Radio Station Operations. Under the proposed reorganization, this director will have direct responsibility for the radio station as well as the television station.

Director of Marketing and Communications – The Director of Marketing and Communications is a reclassification of Jennie McCue, Director of Public Information and Marketing. Under the proposed reorganization, this position serves as a member of the president's executive team and will have direct responsibility for marketing, public information, media and government relations, graphics, web design, publications, and copy center.

Director Learning Assistance – The Director of Learning Assistance is a reclassification of Patti Weeks, Director of Learning Assistance from Classified Manager to Academic Manager. The change from Classified Manager to Academic Manager is necessary because the Learning Assistance Program provides instructional support services.

Director of Outreach and Recruitment – The Director of Outreach and Recruitment is a reclassification of Leslie Humphrey, Coordinator of Outreach and Recruitment. By changing this position title from a coordinator to a director, the college can reserve the coordinator title for faculty positions on special assignments while providing the position with a title that is more consistent with other managers.

STATUS

The proposed management reorganization is expected to provide numerous positive impacts to students, college, and district, such as enhancing the college's efforts for increasing transfers and degree and certificate completions, effectively responding to the state's Student Success Taskforce Recommendations, and implementing the college's strategic plan.

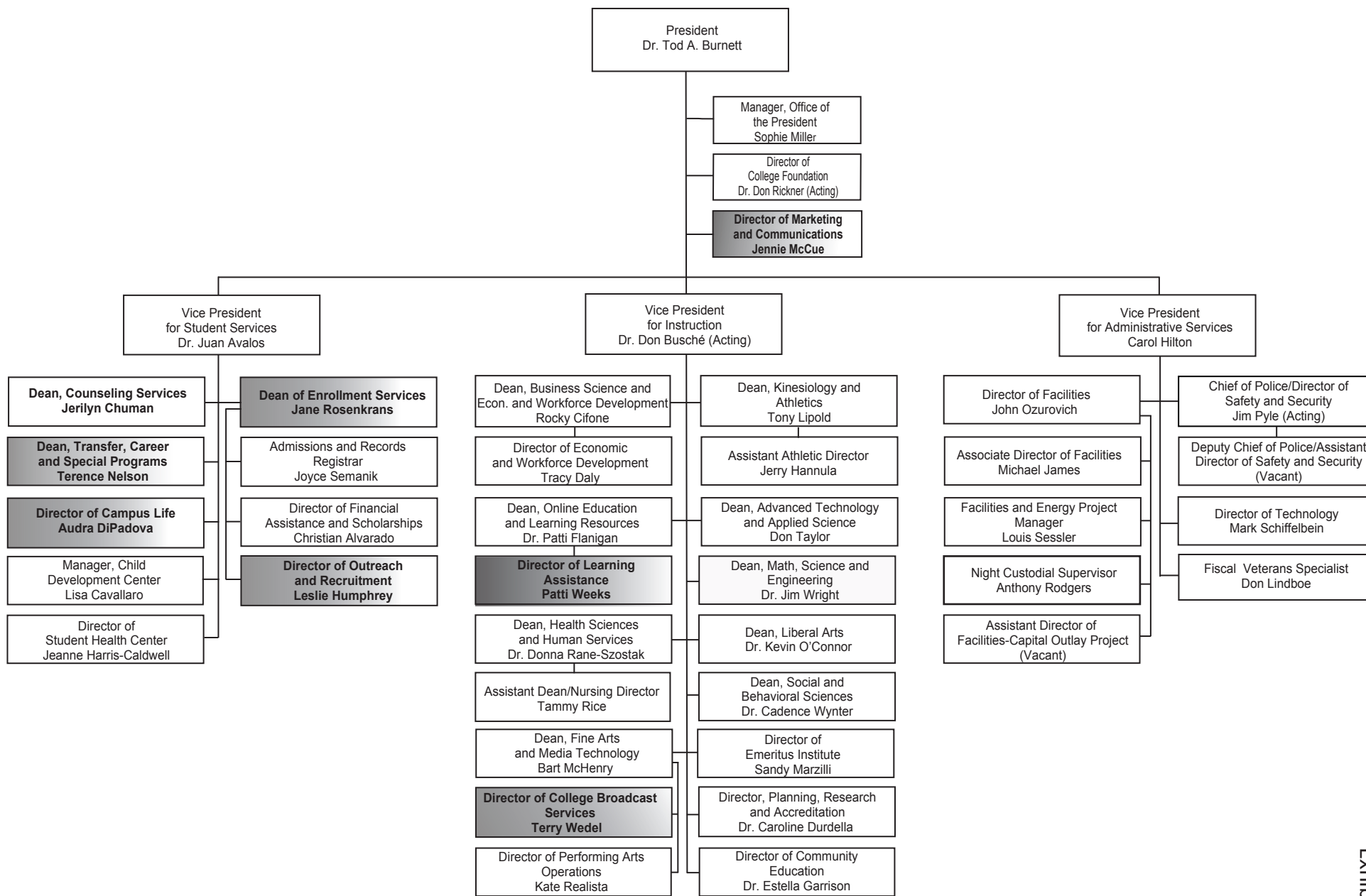
Please note that this proposed reorganization does NOT create any new positions, has minimal fiscal and budget impact, and is in line with the Board of Trustee's recent approval of the district's administrator and manager reclassifications.

RECOMMENDATION

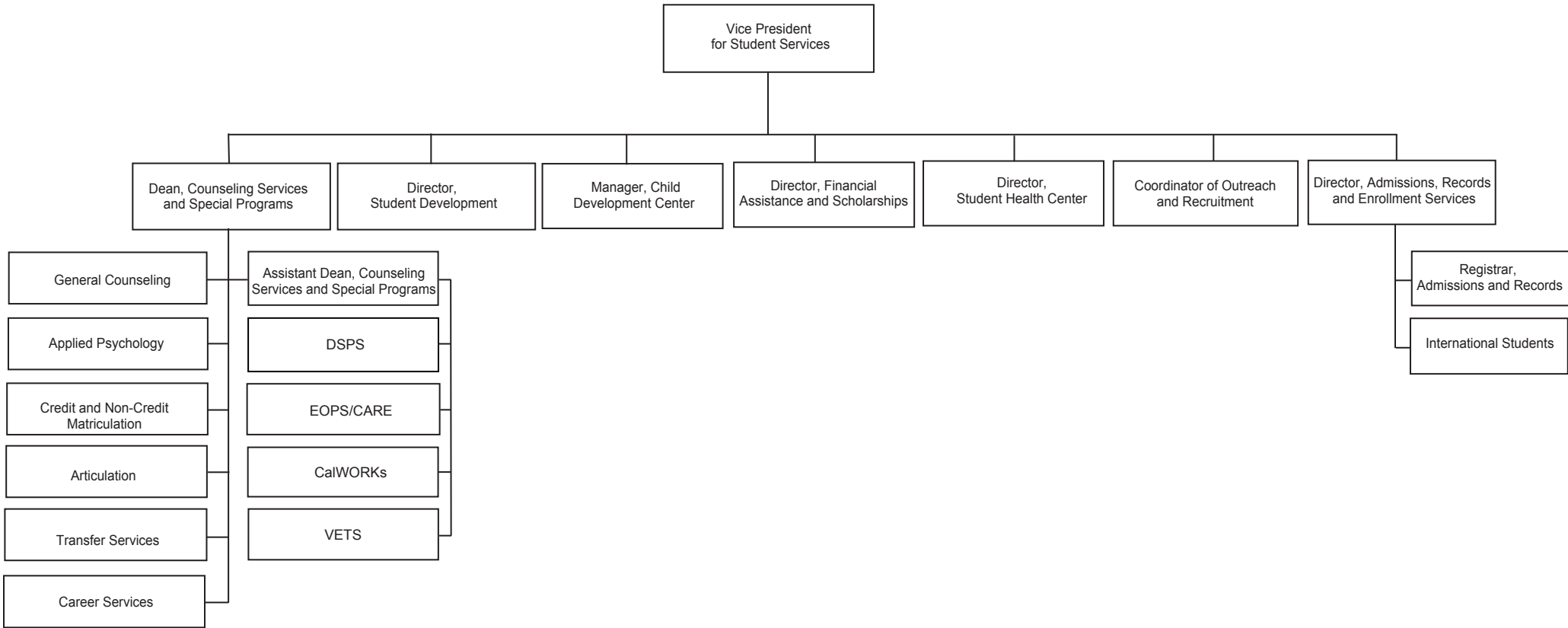
The Chancellor recommends that the Board of Trustees approve the Saddleback College management reorganization as shown in Exhibit B and Exhibit C.

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

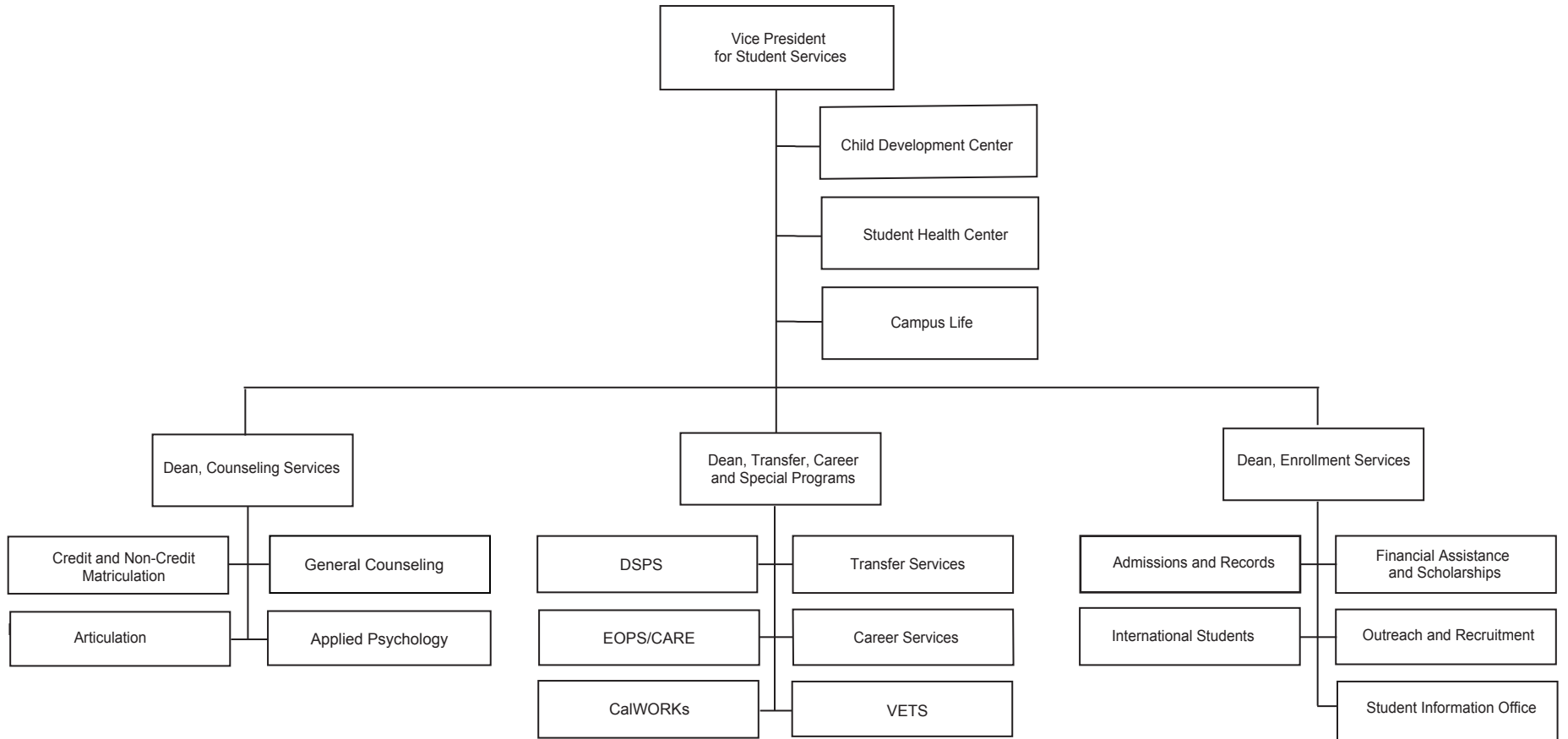
Saddleback College
Proposed Management Organizational Chart
 June 25, 2012



Saddleback College
Current Student Services Organizational Chart
 June 25, 2012



Saddleback College
Proposed Student Services Organizational Chart
 June 25, 2012



TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Reorganization of College Administrative Structures - Administrator and Manager New Position Descriptions, Titles and Range Placement on the Integrated Salary Schedule

ACTION: Approval

BACKGROUND

On September 27, 2010 the Board of Trustees approved a contract with Marlys Grodt and Associates for a classification study for administrators and managers. An external compensation study was conducted including benchmark classifications with comparable districts of similar size and scope and other relevant organizations. As part of the study, the new integrated salary schedule was approved by the Board of Trustees on February 27, 2012. This new integrated salary schedule incorporated both administrators and classified managers. Until now, no comprehensive classification and compensation study has ever been conducted for academic administrative employees in this district.

STATUS

The final phase of the study is the reorganization of the college administrative structures at both Irvine Valley College and Saddleback College, which includes reclassification of seven classified manager positions. Position Information Questionnaires were distributed for each employee; telephonic interviews, job analysis, allocations of the positions to class, written preliminary class specifications, and final position descriptions for every administrator and manager were developed. After careful review of position description appeals, reassessment and review by employees and their supervisors, a final position description was written for these employees, which included current assigned duties, essential functions, assigned responsibilities and bona fide occupational qualifications. New position description titles and range placements are shown in Exhibit A. New position descriptions are displayed in a binder noted as Exhibit B.

The cost of implementation for this reorganization at Irvine Valley College is \$5,388 for one position. The cost of implementation for this reorganization at Saddleback College is \$33,567 for six positions. There is no commitment for COLA increase for 2012-13 or future years at either of the colleges.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the new position descriptions, titles and ranges for all administrators and managers as shown in Exhibits A and B.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

| CURRENT CLASSIFICATION TITLE | Current Salary Range | RECOMMENDED CLASSIFICATION TITLE - Integrated Schedule | Final Recommended Range |
|--|-----------------------------|--|--------------------------------|
| Assistant Dean, Counseling Svcs & Special Programs | 1 | Dean of Transfer, Career and Special Programs-SC (Academic) | 22 |
| Director of Admissions, Records & Enrollment Svcs | 9 | Dean of Enrollment Services-SC (Academic) | 22 |
| Director of Learning Assistance | 7 | Director of Learning Assistance-SC (Academic) | 17 |
| Director of College Radio Station Operations | 7 | Director of College Broadcast Services-SC | 16 |
| Director of Public Information & Marketing | 6 | Director of Marketing & Communications-SC | 16 |
| Director of Public Information & Marketing | 6 | Director of Marketing, Communications & Broadcast Services-IVC | 16 |
| Coordinator of Outreach & Recruitment | 4 | Director of Outreach & Recruitment-SC | 8 |

Exhibit B

to

**Item 6.10 - SOCCCD: Reorganization of College Administrative Structures –
Administrator and Manager New Position Descriptions, Titles
and Range Placement on the Integrated Salary Schedule**

is available in the Office of the Chancellor and Trustee Services
HS 334, Health Sciences Building, 3rd floor
Saddleback College

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: SOCCCD Faculty Association Academic Employee
Memorandum of Understanding

ACTION: Approval

BACKGROUND

The District and SOCCCD Faculty Association, as part of the negotiation process, agreed to continue a dialog on the issue of laboratory assignments. A Laboratory Task Force was formed, consisting of three members from District Administration and three members from the Faculty Association, along with a non-voting consultant. The purpose of the task force was to review all petitions from faculty members who believe their course requirements meet laboratory standards, as defined in the collective bargaining agreement, for compensation on a one-to-one basis.

STATUS

The Laboratory Task Force reviewed all petitions and agreed unanimously on each petition that was reviewed. The results of this work are presented in the form of a Memorandum of Understanding in Exhibit A, which is attached.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Memorandum of Understanding as presented in Exhibit A.



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND THE
SOCCCD FACULTY ASSOCIATION**

The Laboratory Review Task Force was formed to review petitions from full-time faculty members who feel their laboratory assignments may qualify for compensation on a 1:1 ratio as identified in the collective bargaining agreement for 2011-2014. The Task Force reviewed all petitions and reached unanimous agreement on a recommendation for modification to the Collective Bargaining Agreement. The South Orange County Community College District and the SOCCCD Faculty Association agree to the following revisions to the Collective Bargaining Agreement.

**ARTICLE XV
WORKLOAD**

III. Lecture and Laboratory Assignments

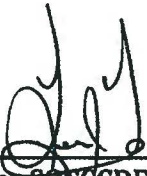
The normal number of separate course preparations for a normal full-time faculty member's workload per semester shall not exceed three (3). In special situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.

- A. Lecture and laboratory instruction will be calculated on a contact hour (50 minute).
- B. One Lecture Hour Equivalent (1 LHE) shall be defined as one semester hour of lecture instruction.
- C. Lecture and laboratory workloads will be 30-32 LHE per academic year, calculated and compensated according to the following ratios:


| | <u>Contact Hours</u> | <u>LHE for load</u> |
|------------------------------------|----------------------|---------------------|
| Lecture | 1 | 1 |
| Chemistry, Biology, Physics | | |
| Geology and Nursing Laboratory | 1 | 1 |
| Introduction to Ecology | 1 | 1 |
| Introduction to Oceanography | 1 | 1 |
| Biological Anthropology Laboratory | 1 | 1 |
| Observational Astronomy | 1 | 1 |
| Physical Geography Laboratory | 1 | 1 |
| Research Methods in Psychology | 1 | 1 |

Other Laboratory 1.2 (5/6) 1
Example: Digital Photography 5/6 (units lecture/lab per week)
3 Hours Lecture = 3 LHE
6 Hours Laboratory = 5 LHE
8 LHE for load

Workload of one (1) contact hour for one (1) LHE of load for Chemistry, Biology, Physics, Geology and Nursing, Introduction to Ecology, Introduction to Oceanography, Biological Anthropology, Observational Astronomy, Physical Geography, and Research Methods in Psychology Laboratory courses will become effective in the fall semester of 2012. Prior to that time workload for such assignments will be on the same basis as other laboratory courses set forth above (i.e., 1.2 contact hours for 1.0 LHE).




For SOCCDFA
Lewis Long, President



For SOCCCD
David Bugay, Ph. D., Vice Chancellor
Human Resources

5/1/12

Date


For SOCCDFA
Lee Haggerty, Chief Negotiator

5/1/12

Date

5-1-12

Date

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Request to Rescind 2012-2013 Academic Year Sabbatical

ACTION: Approval

BACKGROUND

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section H, of the Academic Employee Master Agreement.

On January 23, 2012, the Board of Trustees approved the sabbatical projects of 19 faculty members, including Kay Ryals, English Instructor, School of Humanities and Languages, Irvine Valley College, for the 2012-2013 academic year.

STATUS

Due to professional obligations and family considerations, Kay Ryals has requested that approval of her sabbatical leave for the 2012-2013 academic year be rescinded.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the request to rescind approval of sabbatical leave for Kay Ryals for the 2012-2013 academic year.

TO: Board of Trustees
FROM: Gary L. Poertner, 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 and Exhibit B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibit A and Exhibit B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. DURDELLA, CAROLINE, is to be employed as Director of Research, Planning, and Accreditation, Pos #4494, Academic Administrator Salary Range 19, Step 3, Office of Research, Planning, and Accreditation, Saddleback College, effective June 18, 2012. This position was approved by the Board of Trustees on February 27, 2012, to replace Pos #4011. (Exhibit B, Attachment 1)
- b. HAYWARD, CRAIG, is to be employed as Director of Research, Planning, and Accreditation, Pos #4495, Academic Administrator Salary Range 19, Step 3, Office of the President, Irvine Valley College, effective June 18, 2012. This position was approved by the Board of Trustees on February 27, 2012. (Exhibit B, Attachment 2)
- c. MCDONALD, CHRISTOPHER, is to be employed as Dean of Mathematics, Science, and Engineering, Pos #1463, Academic Administrator Salary Range 22, Step 1, Mathematics, Science, and Engineering Division, Saddleback College, effective June 25, 2012. This is a replacement position for James Wright, who is retiring. (Exhibit B, Attachment 3)

2. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. AGUILAR, AMARA, is to be employed as Journalism Instructor, Pos #1765, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 1. This is a replacement position for Mike Reed, who retired. (Exhibit B, Attachment 4)
- b. AMBROSE, ARTHUR, is to be employed as Chemistry Instructor, Pos #4444, School of Physical Sciences, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 2. This position was approved by the board of Trustees on October 24, 2011. (Exhibit B, Attachment 5)
- c. BANGA, SHELLIE, is to be employed as English Composition Instructor, Pos #1814, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This is a replacement position for Jeanne Mazique, who retired. (Exhibit B, Attachment 6)
- d. BECK, REBECCA A., is to be employed as English as a Second Language Instructor, Pos #4447, School/Division of Humanities and Languages, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 1. This position was approved by the Board of Trustees on October 24, 2011. (Exhibit B, Attachment 7)

A. NEW PERSONNEL APPOINTMENTS - Continued

- e. BECKHAM, JACK, is to be employed as English Composition Instructor, Pos #1491, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This is a replacement position for Brenda Bruno, who retired. (Exhibit B, Attachment 8)
- f. BECKMANN WELLS, PATRICIA, is to be employed as Digital Media Arts Instructor, Pos #4446, School of Fine Arts, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 1. This position was approved by the Board of Trustees on October 24, 2011. (Exhibit B, Attachment 9)
- g. ¹BOWLES, CHRISTINA, is to be employed as Nursing Instructor, Pos. #1468, Division of Health Sciences and Human Services, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 2. This is a replacement position for Barbara Belyea, who retired. (Exhibit B, Attachment 10)
- h. BOWMAN, DONALD, is to be employed as Accounting Instructor, Pos #1522, Division of Business Science, Economic and Workforce Development, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class III, Step 4. This is a replacement position for Walter DeAgüero, who retired. (Exhibit B, Attachment 11)
- i. CAVAZZI, DEIDRE, is to be employed as Dance Instructor, Pos #4453, Division of Kinesiology and Athletics, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 4. This is a replacement position for Nancy Bessette, who retired. (Exhibit B, Attachment 12)
- j. CHANG, SARAH, is to be employed as Counselor (Generalist, Pos #1455, Counseling Services and Special Programs, Saddleback College, effective, July 30, 2012. Approximate Salary Placement: Class II, Step 2. This is a replacement position for Jo Ann Alford, who retired. (Exhibit B, Attachment 13)
- k. DAMM, KATHRYN, is to be employed as Psychology Instructor, Pos #1537, Social and Behavioral Sciences, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This is a replacement position for Robert Ferguson, who retired. (Exhibit B, Attachment 14)
- l. ENGELS, MICHAEL, is to be employed as Counselor (Generalist, Pos #1532, Counseling Services and Special Programs, Saddleback College, effective, July 30, 2012. Approximate Salary Placement: Class III, Step 1. This is a replacement position for Peter Espinosa, who retired. (Exhibit B, Attachment 15)
- m. FRIEDRICH, MONICA, is to be employed as Biological Sciences Instructor, Pos #1728, Mathematics, Science, and Engineering, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This is a replacement position for Jenny Clark who resigned. (Exhibit B, Attachment 16)

¹ Approved by the Board of Trustees on May 21, 2012, as a full-time tenure track instructor. Biography indicated "categorical/grant funded, one year temporary," in error. Correct biography attached to Exhibit B, Attachment 9.

A. NEW PERSONNEL APPOINTMENTS - Continued

- n. HENMI, JUDI WONG, is to be employed as Counselor DSP&S, Pos #1982, School of Guidance and Counseling, Irvine Valley College, effective July 30, 2012. Approximate Salary Placement: Class III, Step 4. This is a replacement position for Bari Rudmann, who retired. (Exhibit B, Attachment 17)
- o. NADEAU, BOUCHRA, is to be employed as French Instructor, International Languages, Pos #4469, Division of Liberal Arts, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 4. This is a replacement position for Petrina Friede, who retired. (Exhibit B, Attachment 18)
- p. POPESCU, ANNA, is to be employed as French Instructor, Pos #4443, School of Humanities and Languages, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This position was approved by the Board of Trustees on October 24, 2011. (Exhibit B, Attachment 19)
- q. REESE, JOHN RICHARD, is to be employed as Art Instructor, Printmaking and Drawing, Pos #4454, Division of Fine Arts and Media Technology, Saddleback College, effective August 13, 2012. Approximate Salary Placement: Class II, Step 1. This is a replacement position for Thomas Morgan, who retired. (Exhibit B, Attachment 20)
- r. ²RYALS, DOUGLAS, is to be employed as English Composition Instructor, Pos #4448, School of Humanities and Languages, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This position was approved by the Board of Trustees on October 24, 2011. (Exhibit B, Attachment 21)
- s. SHANK, VIRGINIA, is to be employed as English Composition Instructor, Pos #4445, School of Humanities and Languages, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class V, Step 1. This position was approved by the Board of Trustees on October 24, 2011. (Exhibit B, Attachment 22)
- t. SIM, ALEC, is to be employed as Physics Instructor, Pos #4493, School of Physical Sciences and Technology, Irvine Valley College, effective August 13, 2012. Approximate Salary Placement: Class IV, Step 2. This position was approved by the Board of Trustees on February 27, 2011, to replace Pos #1641. (Exhibit B, Attachment 23)

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

| <u>Applicant</u> | <u>Highest Degree</u> | <u>Assignment</u> | <u>Approx. Salary Placement</u> | <u>Start Date</u> |
|------------------|-----------------------|-------------------|---------------------------------|-------------------|
| Alexander, Helen | MS Ed/TESOL | ESL/SC | II/I | 08/20/12 |
| Bortis, Daniel | MS/Math | Math/SC | II/I | 08/20/12 |
| Brewington, E. | MSN/Nursing | HSC/Nursing/SC | II/9 | 08/01/12 |
| Chen, George | MS/Math | Math/SC | II/I | 08/20/12 |
| DeHoogh, Gregory | MS/Geology | Geology/SC | II/I | 08/20/12 |
| Devanay, Suzanne | MA/Education | Education/SC | II/I | 08/20/12 |

² Husband of Kay Ryals, English Instructor, Irvine Valley College.
June 25, 2012

A. NEW PERSONNEL APPOINTMENTS - Continued

| | | | | |
|---------------|----------------------|--------------------|------|----------|
| Hunt, Ryan | MA/History | History/SC | II/I | 08/20/12 |
| Knapp, Milo | BS/Industrial Design | Arch/Drafting/SC | I/I | 08/20/12 |
| Kruger, Molly | AA/Culinary Arts | Foods/Nutrition/SC | I/I | 08/20/12 |
| Poblet, Ines | MA/TESOL | ESL/SC | II/1 | 08/20/12 |
| Sextro, Laura | PhD/History | History/SC | V/1 | 08/20/12 |
| West, Neal | MS/Info. Systems | Accounting/IVC | II/1 | 08/20/12 |

4. **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> |
|----------------------------------|-----------------------|-------------------|---------------------------------|-------------------|
| Daniels, Stevie | MA/Linguistics/ESL | ESL/SC | II/I | 06/18/12 |
| ³ Durazo-Senkbeil, C. | MA/TESOL | ESL/SC | III/7 | 05/21/12 |
| Hernandez, Angel | MA Education | Counseling/IVC | II/I | 05/21/12 |
| Murray, Sonya R. | Doctor of Medicine | SHC Physician/SC | DR07 | 06/01/12 |
| Weber, Daniel | MA/Educ. Counseling | Counseling/IVC | II/1 | 06/04/12 |

B. EXTENSION OF ADMINISTRATIVE ASSIGNMENT (Ratified – Pursuant to Board Policy 4002.1)

- ⁴KELLY, WILLIAM, ID #1233, Acting Educational Program Director, Pos #4420, Office of Administrative and Business Services, District, Academic Administrator Salary 19, Step 6, 16 hours per week, assignment is to be extended effective July 1, 2012 through June 30, 2013 or sooner.

C. ADDITIONAL COMPENSATION: GENERAL FUND

- It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2011/2012 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed Amount (\$)</u> | <u>Effective Date</u> |
|-----------------------|-----------------------------------|----------------------------------|-----------------------|
| Cesareo-Silva, Claire | Accreditation Report/SC | 8,246.00 | 05/21/12-08/12/12 |
| Cesareo-Silva, Claire | Accreditation Report/SC | 2,306.00 | 08/20/12-12/19/12 |
| D'Arcy, Kim | Secretary, Academic Senate/SC | 1,361.00 | 05/21/12-08/19/12 |
| Gialamas, Gus | Athletic Team Physicals/SC | 1,000.00 | 08/20/12-11/30/12 |
| Gilman, Bruce | Vice President, Acad. Senate/SC | 2,762.00 | 05/21/12-08/19/12 |
| Haggerty, Lee | Chair, Fac. Assn. Negotiations/SC | 1,361.00 | 05/21/12-08/12/12 |
| Horlings, Jane | Coord., Faculty Flex Week/SC | 4,123.00 | 05/21/12-08/12/12 |
| Langrell, Jenny | Plan Relocation to Lib. Bldg/SC | 6,802.79 | 05/21/12-08/10/12 |
| Mathur, Roopa | Officer, Flex Week/IVC | 1,649.16 | 05/21/12-08/12/12 |
| Schmeidler, Kathy | President, Academic Senate/IVC | 4,122.90 | 05/21/12-08/12/12 |
| Stankovich, Kim | Vice President, Acad. Senate/SC | 2,762.00 | 05/21/12-08/19/12 |
| Teng, Anthony | Accreditation Report/SC | 4,123.00 | 05/21/12-08/12/12 |
| Teng, Anthony | Accreditation Report/SC | 3,442.00 | 08/20/12-12/19/12 |
| Walsh, Dan | President, Academic Senate/SC | 2,762.00 | 05/21/12-08/19/12 |
| Ziehm, Carol | Accreditation Report/SC | 2,306.00 | 08/20/12-12/19/12 |

³ Part Time CalSTRS retiree returning to teach part time

⁴ SOCCCD STRS Retiree

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 2011/2012 fiscal years.

| <u>Name</u> | <u>Activity</u> | <u>Not to Exceed Amount (\$)</u> | <u>Effective Date</u> |
|-----------------------------|----------------------------------|--------------------------------------|-----------------------|
| ⁵ Bagwell, Janet | BSI Project, English/SC | 86.05 | 01/09/12-05/17/12 |
| Bereiter, Sarah | Basic Skills Wkshop/English/SC | 75.00 | 01/03/12-05/18/12 |
| Bromberger, Kris | Basic Skills Wkshop/English/SC | 75.00 | 01/03/12-05/18/12 |
| Clark, Kate | Basic Skills Wkshop/English/IVC | 500.00 | 05/11/12-05/11/12 |
| Cox, Barbara | Coord., FEP Grant Project/SC | 1,000.00 | 01/09/12-06/30/12 |
| Dhillon, Rajanpal | SCR TTC Electrical Course/SC | 1,200.00 | 05/07/12-05/18/12 |
| Dubey, Jaya | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| Esteras, Wendy | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| Goulding, Carrie | Basic Skills Wkshop/English/IVC | 300.00 | 01/03/12-05/18/12 |
| Gray Mattoon, M. | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| Hecht, Susan | Emeritus Student Writings Wk/SC | 200.00 | 01/09/12-05/17/12 |
| Heinz, Amy Celeste | Basic Skills Wkshop/English/IVC | 225.00 | 01/03/12-05/18/12 |
| Joshua, Judy | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| Kaminsky, Rebecca | Basic Skills Wkshop/English/IVC | 225.00 | 01/03/12-05/18/12 |
| Lemon, William | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| Manchik, Victor | Research FEP Grant/SC | 650.00 | 01/09/12-06/30/12 |
| Mattoon, Mark | Basic Skills Wkshop/English/IVC | 75.00 | 01/03/12-05/18/12 |
| McCarthy, Barry | FEP Grant, Sr. Day Event/SC | 100.00 | 01/09/12-06/30/12 |
| McFall, Patricia | Emeritus Student Writings Wk/SC | 650.00 | 01/09/12-05/17/12 |
| Meyer, Clifford | SCR TTC Course Dev./SC | 800.00 | 05/07/12-05/18/12 |
| Monacelli, Brian | Optics/Photonics Course/IVC | 1,500.00 | 06/01/12-06/30/12 |
| Monacelli, Brian | Optics/Photonics Course/IVC | 1,500.00 | 07/01/12-08/17/12 |
| Pinter, Gerals | Jazz Vocal Perform/Foundation/SC | 450.00 | 05/01/12-05/31/12 |
| Quinlan, Emily | FEP Grant, Sr. Day Event/SC | 100.00 | 01/09/12-06/30/12 |
| Schermerhorn, Brock | CTE Articulation Activity/SC | 100.00 | 04/11/12-04/30/12 |
| Stephens, Blake | Curric.Green Pgrm/Perkins/SC | 5,000.00 | 09/15/11-05/18/12 |
| Tatarian, Bruce | FEP Grant/Entrepreneurship/SC | 500.00 | 01/09/12-06/30/12 |
| Teng, Anthony | Research BS/Wkforce Dev/SC | 2,000.00 | 01/09/12-06/30/12 |
| Weaver, Chris | Basic Skills Wkshop/IVC | 150.00 | 01/03/12-05/18/12 |
| Wong, Virginia | FEP Grant, Research/SC | 650.00 | 01/09/12-06/30/12 |
| Zia, Ayesha | Basic Skills Wkshop/IVC | 150.00 | 01/03/12-05/18/12 |

D. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. KINGHORN BRUCE, ID #18198, Interim Dean of Social and Behavioral Sciences, Division of Social and Behavioral Sciences, Saddleback College, Pos #2357, conclusion of employment effective June 30, 2012. Payment is authorized for any compensated time off. (Start date: July 28, 2011)

⁵ Rescind stipend approved on the May 21, 2012 Board Agenda. Ms. Bagwell was on Sabbatical Spring semester 2012.
June 25, 2012

ATTACHMENT 1

NAME: CAROLINE DURDELLA

POSITION: DIRECTOR
Research, Planning, and Accreditation
Saddleback College

EDUCATION:

Ph.D. Education
University of California, Los Angeles
Los Angeles, CA

M.A. Education
University of California, Los Angeles
Los Angeles, CA

M.A. Sociology
California State University, Fullerton
Fullerton, CA

B.A. Anthropology
California State University, Fullerton
Fullerton, CA

EXPERIENCE:

Dr. Durdella has 13 years of director level experience in the California Community College system. Throughout her career she has held positions emphasizing institutional research, program evaluation, outcomes assessment, planning, and accreditation. During her career she has lead efforts to revise college mission statements and strategic plans, designed and implemented institutional outcomes assessment programs, studied the impact of accelerated, developmental education, learning communities, and other student support programs and services, as well as presented results from accountability initiatives to a variety of different stakeholders.

Dr. Durdella also brings substantive teaching experience to the position. She has taught undergraduate courses in Sociology at the community college and university level, as well as courses in Educational Research Methods and Ethics to doctoral students. She holds the designation of doctoral affiliated faculty in the department of Educational Leadership and Policy Studies at California State University, Northridge and is an adjunct faculty in the Educational Leadership program at California State University, Fullerton.

PROFESSIONAL AFFILIATIONS:

- Board of Directors for the Research and Planning Group of the California Community Colleges
- Member of the Association for the Study of Higher Education, American Educational Research Association, and the California Association of Institutional Research.
- Consulting editor on the editorial board of the *Community College Review*, a national, peer-reviewed journal.
- Dr. Durdella has been asked to serve on an informal, statewide panel examining issues related to California community college career and technical education programs.

ATTACHMENT 2

NAME: CRAIG HAYWARD
POSITION: DIRECTOR
Research, Grants, and Accreditation
Irvine Valley College

EDUCATION:
Ph.D. Human Development
University of California, Irvine
Irvine, CA

M.A. Social Ecology
University of California, Irvine
Irvine, CA

B.S. Journalism
Boston University
Boston, MA

EXPERIENCE:

Dr. Hayward began his career as a Research Coordinator at the Rancho Santiago Community College District office in 2001. In late 2002, he accepted a position as Director of Institutional Research at Mendocino College where he worked for five years, developing their first college-wide strategic plan and strengthening their program review process. For more than five years, he has been the Director of Planning, Research & Knowledge Systems at Cabrillo College. His projects include: Lead designer of the Basic Skills Cohort Progress Tracker; Lead quantitative researcher on the Transfer Velocity Project and designer of the Transfer Velocity Cohort Report on the CCCCCO Data Mart; participated in a year-long project to create an optimal method of enrollment projection for the CCC system as a whole, as well as for each of the 110 individual community colleges.

As a Past President of the California Association of Institutional Researchers and a former Treasurer and Vice President of the Research and Planning Group for California Community Colleges, Dr. Hayward likes to keep his finger on the pulse of education in the state of California and nationally. In addition to teaching an evening course on statistics at Mendocino College, he has taught statistics, research methods and psychology classes in the California State University system and the University of California system.

LICENSES AND CERTIFICATES:

- Human Subject Assurance Training Certification – Module 1
- Human Subject Assurance Training Certification – Module 2
- Implementing a Microsoft SQL Server 2008 Database Course Completion Certificate (Global Knowledge)

PROFESSIONAL AFFILIATIONS:

- Member of Research & Planning Group for California Community Colleges (The RP Group)
- Member of National Community College Council for Research and Planning (NCCCRP)
- Member of American Association of Collegiate Registrars and Admissions Officers (ACCRAO) Member of the Vocational Accountability and Research Technical Advisory Committee (VARETAC)
- Member of Accountability Report for Community Colleges 2.0 (ARCC 2.0) Advisory Group

ATTACHMENT 3

NAME: CHRISTOPHER MCDONALD

POSITION: DEAN, MATHEMATICS, SCIENCE, AND ENGINEERING
Mathematics, Science, and Engineering Division
Saddleback College

EDUCATION:

Ed.D. Education Leadership
University of Southern California
Los Angeles, CA

M.S. Applied Mathematics
California State University, Pomona
Pomona, CA

B.S. Applied Mathematics
California State University, Pomona
Pomona, CA

EXPERIENCE:

Dr. Christopher McDonald most recently served as the chair of the Mathematics and Computer Science Department at Mt. San Antonio College (Mt. SAC) where he held the position since 2008. As chair, he provided leadership and oversight for the operations, services, and instructional programs for a large department that serves over 8,500 students each semester and employs 40 full-time faculty, 44 associate faculty, and 4 full-time classified personnel. Dr. McDonald led the department's involvement in curriculum reform initiatives including a partnership with the Carnegie Foundation – Statway; and managed the department's participation in diversity awareness initiatives including a partnership with the California Leadership Alliance's Student Success (CLASS) Initiative.

In 2002, Dr. McDonald joined the Mt. SAC faculty as a mathematics professor. He served on the Executive Board of the Academic Senate as a Senator at Large, and as a Director on the Executive Board of the Faculty Association. Dr. McDonald's dedication to community college service is exemplified through his volunteer efforts involving bond campaigns, Mt. SAC Foundation fundraisers, scholarship fundraisers, and trustee reelection campaigns. In addition, Dr. McDonald served as a mentor for traditionally underrepresented students in the ASPIRE Program and in 2005 he received Mt. SAC's prestigious Educator of Distinction Award.

Prior to transitioning to the community college system, Dr. McDonald served students in the K-12 system as a mathematics teacher in the Corona-Norco Unified School District from 2000 to 2002. In addition to his experience in the field of education, Dr. McDonald also has technical expertise in the area of information technology from his service as an I.T. Supervisor at Sears Logistics Services from 1996 to 2000.

PROFESSIONAL AFFILIATIONS:

- San Gabriel/Foothill Association of Community Colleges (SanFACC) Math and Science Deans Consortium

ATTACHMENT 4

NAME: AMARA AGUILAR

POSITION: JOURNALISM INSTRUCTOR
Division of Liberal Arts
Saddleback College
Full-Time, Tenure-Track

EDUCATION:

M.A. Communications
California State University, Fullerton
Fullerton, CA

B.A. Communications
California State University, Fullerton
Fullerton, CA

A.A. Journalism
Cerritos College
Norwalk, CA

EXPERIENCE:

Ms. Aguilar comes from Pierce College in Los Angeles, where she was a full-time assistant professor of multimedia and journalism. She has taught among many courses, journalism classes, multimedia storytelling, radio production, magazine production and editing, podcasting, online journalism, and interactive media design. In addition, she taught online journalism and design classes at California State University, Long Beach. Ms. Aguilar continues to freelance as a writer and a designer (for print and web) and is currently working on independent media projects. She has written for the Los Angeles Times and was previously a designer and sports reporter for the Daily Pilot in Costa Mesa. She has also worked in public relations and advertising. Her previous work in promotions involved designing posters, advertisements, programs, and fliers for Cerritos College's performing arts. She also produced news releases and features for the performing arts, and maintained several department web sites at the college. Ms. Aguilar's graduate work at California State University, Fullerton included research emphasis in journalism and new media, which focused on blogging in journalism. In addition, Ms. Aguilar is also an Apple Certified Trainer for Final Cut Pro, and launched her own media consulting and development company, Evolve Media, several years ago. She provides media consulting and training for various professional media organizations, universities, colleges, and high schools.

PROFESSIONAL AFFILIATIONS:

- Member, Society of Newspaper Design, Online News Association and Society of Professional Journalists.

PUBLICATIONS:

- Currently writing a digital handbook about new digital tools for journalists.

ATTACHMENT 5

NAME: ARTHUR AMBROSE

POSITION: CHEMISTRY INSTRUCTOR
School of Physical Sciences and Technologies
Irvine Valley College
Full-Time, Tenure-Track

EDUCATION:

Ph.D. Analytical Chemistry
Oregon State University
Corvallis, OR

B.S. Chemistry
Colorado State University
Fort Collins, CO

EXPERIENCE:

Dr. Ambrose has had a career in both academia and private sector that has been characterized by the common element of teaching. He started teaching chemistry in graduate school, supporting himself as a teaching assistant. Upon receiving his Ph.D. in chemistry, he took a tenure track chemistry professor position at Northern Kentucky University.

Dr. Ambrose then accepted a position at Perkin-Elmer, a major analytical instrumentation company. During an 11-year career there, he consulted chemistry labs across a broad array of industries, including chemical manufacturing (e.g. Dow Chemical), aerospace (Hercules, Morton-Thiocol, Boeing), biotechnology (Amgen), pharmaceutical (Eli Lilly), government (USGS), and petrochemical (BP Alaska). His job was to understand the processes of their labs. This provided a very good understanding of the many possible applications of a career in chemistry. While at Perkin-Elmer, he also led the customer training department for the LIMS (laboratory information management system) software product.

Dr. Ambrose transitioned into information technology, working for such companies as Oracle Corporation, with job roles that included corporate IT training. One such job was with IBM, with an international focus. He worked in a highly regarded training program that provided instruction to diverse student populations, in locations around the world. This job required him to constantly adapt and develop sensitivities to local culture and customs. In addition to instilling the need for cultural sensitivity, these experiences provided a solid knowledge of computer technology which will serve well to integrate computer technology into the classroom.

Dr. Ambrose has spent the last several years as a chemistry adjunct professor at Cypress College, Mt. San Antonio College, as well as Irvine Valley College.

PROFESSIONAL AFFILIATIONS:

- American Chemical Society – Chemical Education Division
- 2YC3 – Two Year College Chemistry Consortium
- US Coast Guard Auxiliary – Public Education Officer

ATTACHMENT 6

NAME: SHELLIE BANGA

POSITION: ENGLISH COMPOSITION INSTRUCTOR
Division of Liberal Arts
Saddleback College
Full Time, Tenure Track

EDUCATION:

Ph.D. English
University of California, Davis
Davis, CA

B.A. English
Whittier College
Whittier, CA

EXPERIENCE:

Dr. Banga has taught composition and literature for nine years at Whittier College, Cerritos College, and Harvard University's Institute for English Language. She completed a postdoctoral residency at the University of California, Davis, where she earned a Ph.D. in 2008. While at UC Davis, Dr. Banga worked on a faculty team designing and implementing a new multicultural curriculum. She earned a lifetime Teaching Credential from the State of California, and has completed extensive coursework in multicultural education, best practices for writing instruction, and theories of literacy development. At Cerritos College, Dr. Banga assisted in the opening of a new success center. Her service experience also includes working as a faculty researcher to improve student success at Cerritos College, as a consultant on the Writing Assessment Team at Whittier College, as a curriculum designer for Harvard University's Institute for English Language, and as the organizer of a headline event for the UC Davis Distinguished Speakers Series.

FELLOWSHIPS AND AWARDS:

- Teaching and Learning Excellence Certificate (2011)
- Modern Language Association Travel Grant (2009)
- Conference on College Composition & Communication's Professional Equity Project Grant (2009)
- Postdoctoral Appointment, UC Davis, English Department (2008-2009)
- Dissertation Fellowship, UC Davis, English Department (2007)

PROFESSIONAL AFFILIATIONS:

National Council of Teachers of English; Modern Language Association; Teachers of English to Speakers of Other Languages; Society for American Travel Writing; Thoreau Society

PUBLICATIONS:

"More is More: An Interview with William Least Heat-Moon." *Writing on the Edge* 21.1 (2010): 93-103;
"The Blank Spot on the Map: William Least Heat-Moon and Bioregionalism." *Journeys: The International Journal of Travel and Travel Writing* 11.2 (2010): 51-69; "Houston Baker, Jr." *The Greenwood Encyclopedia of African American Folklore*. Ed. Anand Prahlad. Westport: Greenwood Press, 2006: 74-75; "Adopting Charlotte's Daughter: Susanna Rowson and Authorial Control." *Conference Proceedings of The Hawaii International Conference on Arts & Humanities*. CD-ROM 2005

ATTACHMENT 7

NAME: REBECCA A. BECK

POSITION: ENGLISH AS A SECOND LANGUAGE INSTRUCTOR
School of Humanities and Languages
Irvine Valley College
Full-Time, Tenure Track

EDUCATION:

M.S. Education with TESOL Emphasis
California State University, Fullerton
Fullerton, CA

B.A. English
California State University, Fullerton
Fullerton, CA

EXPERIENCE:

Ms. Beck has been a part-time ESL instructor at IVC since August 2010 where she has taught all levels of ESL. Since 2009, she has been actively involved in the UCI-Irvine Valley College articulation workshops and has made numerous presentations. For the past 10 years, she has also been a full-time faculty member in the AE/ESL department at University of California, Irvine. From 2005-2009, she was the Assistant Director of the department and her responsibilities included participating in the hiring of new staff and faculty and the advisement and observation of new instructors; developing and designing Academic English/ESL curriculum, and ESL assessment measures; writing program reviews; serving as a rater of UCI's Test of English Proficiency; working as faculty/student liaison to Undergraduate Counseling Staff across campus, the Composition Program, and the Humanities Undergraduate Office. In 2003, she designed an advanced-level writing course designed specifically to teach ESL transfer students from the community colleges and has been course coordinator of this course since 2005.

From 1999 to 2004, Ms. Beck was a part-time faculty member in the English department at California State University, Fullerton, where she taught ESL writing, developmental writing, freshman composition, and business writing. She has also served as the supervisor for the university's Writing Center.

PROFESSIONAL AFFILIATIONS:

- Member of California Teachers of English as a Second Language Organization
- Member of Teachers of English as a Second Language Organization

HONORS AND AWARDS:

- UCI Professional Development Award for CATESOL presentation – Spring 2011

ATTACHMENT 8

NAME: JACK BECKHAM

POSITION: English Composition Instructor
Division of Liberal Arts
Saddleback College
Full Time, Tenure Track

EDUCATION:

Ph.D. English
University of Riverside
Riverside, CA

M.A. English
University of Riverside
Riverside, CA

B.A. English and Liberal Arts
California State University, Bakersfield
Bakersfield, CA

EXPERIENCE:

Dr. Beckham has been a full-time, tenure track faculty member at Elgin Community College (ECC) in Illinois since 2009, teaching developmental composition courses, both transfer-level composition courses, and sophomore level courses in early and late American literature and introduction to literature. He taught the English 1ABC series at UC Riverside from 2004 to 2008; and worked as an adjunct faculty at Riverside Community College, Norco Campus, teaching courses in developmental composition, transfer-level composition, and literature-based critical thinking/writing from 2005 to 2009. In addition at ECC, Dr. Beckham has served as the co-chair of a committee working with high school teachers to improve the college readiness of incoming college freshmen. He has also observed, assessed, and mentored adjunct faculty, performed assessment reviews of ECC's literature and composition programs, and rewrote the student learning outcomes and assessment tools for two American literature survey courses, in addition to working on several other proposals and initiatives. Since January of 2012, Dr. Beckham has served as an ad-hoc reviewer for the peer-reviewed academic journal, *The Explicator*, published by Routledge.

FELLOWSHIPS, AWARDS AND PROFESSIONAL AFFILIATIONS:

- Chancellor's Dissertation Fellowship (UCR 2009); Humanities Research Assistantship (UCR 2008); Outstanding Teaching Assistant of the Year (UCR 2007); English Department Independent Research Award (UCR 2005 & 2006)
- Professional affiliations include American Studies Association, since 2011; National Association for Developmental Education, since 2009; Popular Culture Association, since 2005; Modern Language Association, since 2003

PUBLICATIONS:

"From 'Seedy ROMs' to DVDs: Virtual Sex and the Search for Control." *Quarterly Review of Film and Video* 24.3 (2007). 225-32; "Penetration, Conception, and the Creation of a Subservient Female: A Music-Image Analysis of *The Matrix*." *Film and Sexual Politics*. Ed. Kylo-Patrick R. Hart. Newcastle: Cambridge Scholars Press, 2006. 185-194; "Border Policy/Border Cinema: Placing *Traffic*, *The Border*, and *Touch of Evil* in the American Imagination." *Journal of Popular Film and Television*. 33.3 (2005) 130-41; "Griggs's *Imperium in Imperio*" *The Explicator* 63.2 (2005): 85-7.

ATTACHMENT 9

NAME: PATRICIA BECKMANN WELLS

POSITION: DIGITAL MEDIA ARTS INSTRUCTOR (MULTIMEDIA)
School of Fine Arts
Irvine Valley College
Full-Time, Tenure Track

EDUCATION:

M.F.A. Cinema
University of Southern California
Los Angeles, CA

B.A. Communications
American University
Washington D.C., CA

EXPERIENCE:

Ms. Beckmann Wells has worked in digital media since the mid-90's creating content for feature film, internet, television, and game venues. She is currently completing her EdD in Educational Leadership, specializing in Educational Psychology, at the University of Southern California Rossier School of Education. She is creating educational games based on empirical research. Her background includes progressive managerial experience in technology and education. Ms. Beckmann Wells was the founding Chair of the Savannah College of Art and Design Animation Department, and has held executive leadership positions at both DreamWorks SKG and the Walt Disney Animation Studios. She has participated with film industry in India, Singapore and Europe. She has received international awards for her short film and interactive media work. Her latest textbook, 'Face It!', a reference book on creating believable ethnicity in 3d for film and games, will be available from Focal Press Publishers in the Fall of 2012. Her co-author is a senior character designer from the record breaking Activision 'Call of Duty' franchise.

FELLOWSHIPS AND AWARDS:

- Top 25 Women of the Web, awarded by San Francisco Women of the Web and Wired Magazine
- Playboy Animation Festival, 2 Honorable mentions
- Top 20 Emerging Artists – Rico Gallery and Juxtapoz magazine
- Emory Stoops Merit Scholarship, USC EdD., Dean's list

PROFESSIONAL AFFILIATIONS:

- SIGGRAPH, multi-year senior level volunteer
- AIGA
- Phi Delta Kappa professional association for educators

PUBLICATIONS:

- 'Face It!' (due in stores September, 2012), Author, Modeling believable ethnicity for film and games
- 'Animation in Maya', Author, Thomson Delmar Publishing
- 'Modeling in Maya', Author, Thomson Delmar Publishing
- 'Defense and Foreign Affairs Manual', Contributing Editor

ATTACHMENT 10

NAME: CHRISTINA BOWLES

POSITION: NURSING INSTRUCTOR
Division of Health Sciences and Human Services
Saddleback College
Full-Time, Tenure track

EDUCATION:

M.S.N. Nursing
California State University, Long Beach
Long Beach, CA

B.S.N. Nursing
California State University, Fullerton
Fullerton, CA

A.A. Nursing
Saddleback College
Mission Viejo, CA

EXPERIENCE:

Ms. Bowles has been teaching Nursing for Saddleback College as a part-time faculty since September, 2009. She has also been a teacher of Nursing as a part-time Faculty member for California State University, Long Beach since August, 2007; and an Adjunct Professor for Santa Ana College from August 2007 to May, 2011. Her breadth of teaching experience includes Medical, Surgical, and Critical Care. Ms. Bowles has also been employed in the Emergency Department with the University of California, Irvine (UCI) Medical Center as a Register Nurse since August, 1997. She was also the Burn Program Manager for UCI, Medical Center from 2005 to 2007.

LICENSES AND CERTIFICATES:

- Registered Nurse- California License
- Mobile Intensive Care Nurse (MICN) certified by Orange County Emergency Medical Services
- Basic Life Support Certified provider certified by the American Heart Association
- Pediatric Advanced Life Support provider certified by the American Heart Association
- Advanced Cardiac Life Support

PROFESSIONAL AFFILIATIONS:

- Member – American Nurse Practitioner Association
- Founding Board Member – National Law Enforcement Cancer Support Foundation

ATTACHMENT 11

NAME: DONALD P. BOWMAN

POSITION: ACCOUNTING INSTRUCTOR
Division of Business Science, Economic & Workforce Development
Saddleback College
Full Time, Tenure Track

EDUCATION:

MBA Business
University of California, Irvine
Irvine, CA

B.S. Accounting
California State University, Long Beach
Long Beach, CA

EXPERIENCE:

Mr. Bowman has been a part-time instructor in the Accounting Departments at Saddleback College since August 2009 where he taught a variety of accounting courses. He is a member of Saddleback College's Academic Senate. Prior to teaching at Saddleback College, Mr. Bowman taught part time for over 20 years at Long Beach City College covering an array of Accounting and Business courses.

In addition to part time teaching, he has over 25 year's cross sectional industry experience holding positions of Vice President Financial Analyst and Vice President Sales Administration. He has consulted small businesses and negotiated and administered financial programs and agreements with large companies such as Wal-Mart, Costco and others.

For several years, Mr. Bowman served pro-bono as the Treasure and BOD member of the Carson Coordinating Council, and he has written questions for the Uniform Certified Public Accountancy examination. Mr. Bowman is a member of the AICPA, CAL CPA's, UCI Alumni Association, and holds an active CPA license issued by the State of California.

HONORS/AWARDS:

- AICPA Certificate of Appreciation – 2011
- Saddleback College Certificate of Appreciation – Academic Senate (2011-12)

ACCOMPLISHMENTS:

- Co-Launched Successful Accounting Tutoring Program at Saddleback College (2011-12)
- Designed and launched online Accounting 400 - Personal Finance Course (LBCC)

ATTACHMENT 12

NAME: DEIDRE CAVAZZI

POSITION: DANCE INSTRUCTOR
Kinesiology & Athletics
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.F.A. Dance
University of California, Irvine
Irvine, CA

B.A. Dance
University of California, Irvine
Irvine, CA

B.A. English
University of California, Irvine
Irvine, CA

EXPERIENCE:

Ms. Cavazzi has been an Associate Faculty of the dance department at Saddleback College since 2006, teaching Dance History, Modern Dance and Ballet courses, and creating choreography annually for the Winter Dance Concert. She designed and implemented an online Dance History course in Fall 2011, and has been the choreographer and advisor for Saddleback College's participation in the American College Dance Festival since 2008. Ms. Cavazzi also taught at the University of California Irvine, Mira Costa College, Santiago Canyon College, Fullerton College, Santa Ana College, the Orange County High School of the Arts, and San Juan Hills High School. She has taught college-level courses in Dance History, Dance Cultures of the World, Modern Dance, Ballet, Yoga, Jazz, Introduction to Social Dance Forms, Laban Studies, Improvisation, and Choreography. She is the artistic director and choreographer for ArchiTexture Dance Company, a professional site-specific dance theatre company, and she produces annual full-length concerts and creates choreography for both stage and environmental settings, often involving large casts of Saddleback College dance students. Ms. Cavazzi has also designed curriculum and taught English, Humanities, and Dance classes at several local high schools. She has danced and toured professionally with Princess Cruises, Louise Reichlin & Dancers, Yorke Dance Project, and Regina Klenjoski Dance Company.

LICENSES AND CERTIFICATES:

- California Single-Subject Teaching Credential in English with a supplement in Dance (June 2004), both from the University of California, Irvine
- Vinyasa Yoga Teaching certificate from the White Lotus Foundation, Santa Barbara (June 2009)

PROFESSIONAL AFFILIATIONS:

- Member of the National Popular Culture Association/American Culture Association (PCA/ACA)
- Co-chair of the national Dance and Culture Area for PCA/ACA since 2009
- Member of the Society of Dance History Scholars (SDHS)

ATTACHMENT 13

NAME: SARAH CHANG

POSITION: COUNSELOR (GENERALIST)
Counseling Services and Special Programs
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.A. Counseling
University of San Diego
San Diego, CA

B.A. Psychology and Social Behavior
University of California, Irvine
Irvine, CA

EXPERIENCE:

After receiving her Master's Degree in Counseling, with an emphasis in College Counseling and Student Affairs, Ms. Chang began working at the University of California, Irvine as an Admissions Counselor, working with both freshman and transfer students. Her seven years of experience in the California Community College system began at Saddleback College and has expanded to Coastline Community College and Long Beach City College. Being a counselor in the Transfer Center, General Counseling, and EOP&S departments, she has worked with many diverse student populations and is sensitive to and understands the needs of students. In each of these settings, she has provided academic, career, and personal counseling, as well as teaching courses and participating in outreach events at local high schools and community agencies.

For the last five years, Ms. Chang has been coordinator of the Credits for College Program (High School Dual Enrollment Program) at Coastline. The program serves about 1,000 students a year in 18 high schools and 3 high school districts. Her experience also extends to working with both the high school and ROP in establishing CTE pathways and articulation agreements with students. She also has a strong technology background and is familiar with the online resources available for students (ASSIST, College Source, and Transfer Chat, to name a few). She was the first instructor to teach online for the Counseling 105 course at Coastline and first co-teaching team of instructors for the Applied Psychology 1 course at Saddleback, and has developed curriculum for both of these courses. As a professional, she also believes in and participates in professional development activities such as attending conferences and workshops both on and off campus.

PROFESSIONAL AFFILIATIONS:

- Member of the South Orange County Community College District Faculty Association (SOCCDFFA)
- Member of California Teachers Association (CTA)
- Coast Community College Association (CCCA)

ATTACHMENT 14

NAME: KATHRYN DAMM

POSITION: PSYCHOLOGY INSTRUCTOR
Social and Behavioral Sciences Division
Saddleback College
Full-Time, Tenure Track

EDUCATION:

Ph.D. Experimental Psychology
University of California, San Diego
San Diego, CA

M.A. Experimental Psychology
University of California, San Diego
San Diego, CA

B.S./B.A. Social Psychology/Human Development
University of California, San Diego
San Diego, CA

EXPERIENCE:

Dr. Kathryn Damm has taught a range of courses including Introduction to Psychology, Statistics, Social Psychology, Cross-Cultural Psychology, and Health Psychology. Her teaching experience includes four years as a full time faculty member at Nevada State College, and regularly teaches with the @one Project, lessons in the use of technology to enhance learning. She also taught as an adjunct instructor at Palomar College, San Diego City College, Grossmont College, the University of California, San Diego, and Saddleback College. In Summer, 2011, Dr. Damm facilitated the Teaching Fellows Institute, focusing on quality online instruction utilizing the Blackboard Learn system; and Summer, 2012, she facilitated the Teaching Fellows Institute, focusing on creating outstanding course shells, complete for part time instructor use. Dr. Damm is active in exploring teaching excellence, including training and presentations about the theory of learning in practice. In more recent years, she has been invited to give talks on advance teaching skills to a variety of educators. In 2010, she assisted with the production of the inaugural Southwest Technology Showcase, showcasing innovation in education using technology.

FELLOWSHIPS, AWARDS PROFESSIONAL AFFILIATIONS:

iTeach Award for Teaching Excellence 2011, Nevada State College; Technology Fellows Institute 2010; 2011 Blackboard Exemplary Course Program Reviewer; Phi Beta Kappa; Golden Key National Honor Society; Psi Chi National Honor Society; Society for Behavioral; Western Psychological Association

RECENT PUBLICATIONS:

- Archer, JS, Love-Geffen, T, **Herbst-Damm**, K and Chang, RJ. (2006). The effect of estradiol versus estradiol and testosterone on brain activation patterns of postmenopausal women". *Menopause*, 13(3), 528-537.
- **Herbst-Damm**, K & Kulik, J. (2005). Volunteer support, marital status, and the survival times of terminally ill patients. *Health Psychology*, 24(2), 225-229.

ATTACHMENT 15

NAME: MICHAEL ENGELS

POSITION: COUNSELOR (GENERALIST)
Counseling Services and Special Programs
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.A. Counseling
Webster University
Irvine, CA

B.A. Human Development
California State University, San Marcos
San Marcos, CA

EXPERIENCE:

Mr. Engels has nine years of professional experience in education, including K-12, California State University system, and California Community College system. Since January 2011, he has worked at Saddleback College as Career Technical Education Counselor, where he has developed student educational plans through the use of various on-line resources and computer technologies in counseling and articulation; he has taught Applied Psychology courses; and he has been involved in many Outreach programs. While working on his Master of Arts degree in Counseling, he worked at Saddleback College as a Counseling Intern from 2008 to 2009. Additionally, he has worked as a Career Technical Education Counselor/Cooperative Work Experience Coordinator at Mt. San Jacinto College, where, among other duties, he participated in the development of the Personal Counseling Manual for counselors and was the district wide Administrator for NACELink Career Services Manager. For the prior four years, Mr. Engels held several positions at Saddleback College, including Senior Administrative Assistant to the Dean of Counseling and Career Services Technician. He also served on many committees, including the College Planning and Budget Steering Committee, the President's Consultation Council, the Strategic Planning Committee, the Accreditation Self-Study Standard II Taskforce, to name a few. He was also Counseling Peer Advisor at California State University San Marcos from January 2006 to December 2006.

PROFESSIONAL AFFILIATIONS:

- Vice President, Human Development Club, California State University, San Marcos (2006 to 2007)
- Student Organization Council Officer, California State University, San Marcos (2006 to 2007)
- Associated Student, Inc., Peer Advisor, California State University, San Marcos (2005 to 2007)
- American Cancer Society – Relay for Life, Volunteer

ATTACHMENT 16

NAME: MONICA FRIEDRICH

POSITION: BIOLOGICAL SCIENCES INSTRUCTOR
Mathematics, Science, and Engineering Division
Saddleback College
Full-Time, Tenure Track

EDUCATION:

Ph.D. Biological Sciences
University of California, Irvine
Irvine, CA

B.S. Biological Sciences
University of California, Irvine
Irvine, CA

EXPERIENCE:

Dr. Friedrich has taught Microbiology, Biochemistry, and Introductory Biology as an associate faculty at Saddleback College since summer 2009. She has also taught online for National University. She is dedicated to learner-centered approaches to teaching. Dr. Friedrich uses active learning strategies in the classroom and online to engage her students, and implements techniques that make science education accessible and relevant. Every semester she organizes a field trip or invites a guest speaker for her students to extend learning beyond the classroom.

Dr. Friedrich's work in graduate school focused on a protein that regulates the immune response. Her research culminated in two first-author journal publications. Following graduation, she worked as a Research Scientist at a pharmaceutical company in Tustin, CA. She developed and executed efficacy studies for several anti-cancer drugs that are currently in clinical trials for the treatment of solid tumors. Dr. Friedrich represented the company at the American Association for Cancer Research (AACR) annual meeting for three consecutive years. However, her desire to return to her true passion for teaching brought her to Saddleback College in the summer of 2009.

LICENSES AND CERTIFICATES:

- CRLA (College Reading and Learning Association) Advanced Tutoring Certificate
- Certificate for Unlawful Harassment Training, Manager/Supervisor

PROFESSIONAL AFFILIATIONS:

- American Society for Microbiology (ASM), Member

ATTACHMENT 17

NAME: JUDI WONG HENMI

POSITION: COUNSELOR, DISABLED STUDENTS PROGRAMS & SERVICES
School of Guidance and Counseling
Irvine Valley College
Full Time, Tenure Track

EDUCATION:

M.S. Vocational Rehabilitation
San Diego State University
San Diego, CA

B.A. Speech Communications
Emphasis - Deaf Studies
California State University, Northridge
Northridge, CA

EXPERIENCE:

Ms. Henmi has been a part-time counselor in the Disabled Students Programs & Services (DSPS) department at Irvine Valley College since August 2007 and has also counseled at Saddleback College and ATEP. From 2000 to 2007, Ms. Henmi served as a consultant for various projects with the California Community Colleges. She provided technical assistance on WA III projects through VES and the Student Services Best Practices project. Prior to consulting, Ms. Henmi was tenured faculty at Citrus College in the capacity of the Director for DSPS, WA III Coordinator, and then appointed the Transition Specialist with the California State Department of Rehabilitation and the Chancellor's Office.

Ms. Henmi's 24 years of extensive experience in the community colleges also includes coordinating the WA III program through the DSPS department in the San Diego Community College district and instructing students with physical, psychological, and learning disabilities. In addition to her counseling skills, she has developed, implemented and coordinated comprehensive support services to students with disabilities at the various colleges.

PROFESSIONAL ORGANIZATIONS

- California Association of Post-Secondary Education and Disability (CAPED)
- Association of Higher Education and Disability (AHEAD)

ATTACHMENT 18

NAME: BOUCHRA NADEAU

POSITION: FRENCH INSTRUCTOR
Division of Liberal Arts
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.A. French
California State University, Fullerton
Fullerton, CA

B.A. French; Minor: Linguistics
San Diego State University
San Diego, CA

EXPERIENCE:

Ms. Nadeau has 17 years of experience in Higher Education. She has been a part-time French Instructor at Saddleback College since August 1995, where she has taught Elementary French I & II, Intermediate French III & IV, as well as Intermediate Conversation French and Practical French. She also taught four different levels of French courses at the University of Redlands and three levels at Riverside Community College, where she also worked at as Language Laboratory Instructor and Co-advisor of the French Club.

AWARDS:

- Award of Leadership, 2000 (Riverside Community College)

ATTACHMENT 19

NAME: ANCA POPESCU

POSITION: FRENCH INSTRUCTOR
School of Humanities and Languages
Irvine Valley College
Full Time, Tenure Track

EDUCATION:

Ph.D. French
University of California, Davis
Davis, CA

B.A. French Language and Literature
University of Bucharest
Bucharest, Romania

EXPERIENCE:

Dr. Popescu has nine years of experience teaching French at the Post-secondary level at the University of California Davis, Folsom Lake Community College, and Sierra Community College. She has created and used media, created and reviewed curriculum, participated in program reviews, departmental meetings, extra-curricular activities, and community relations. Dr. Popescu received a Teaching Basic Skills Students Award: Teaching Institute at American River College, Sacramento November, 2010; and a Teaching Award from the University of California, Davis, in June 2007.

PROFESSIONAL AFFILIATIONS:

- Modern Language Association (MLA)
- American Council of Teachers of Foreign Languages (ACTFL)
- California Language Teachers Association (CLTA)
- Association for the Advancement of Computing in Education (AACE)

PUBLICATIONS:

“Michael Haneke’s The Piano Teacher” movie presentation in UC Davis Graduate Student Gazette, 2008; “A Terrible Beauty” Shakespeare Santa Cruz Theatre Festival introduction to Beckett, Shakespeare Santa Cruz Festival, Santa Cruz 2007; 60 Seconds Stress Management by Dr. Andrew Goliszek, Book translation into Romanian, Teora Publishing House, Bucharest, Romania, 1998.

PRESENTATIONS:

“Samuel Beckett’s Endgame, an Open Space”, *Conference Presentation*, University of California, Irvine, 2007; “Negotiating Success and Failure in Joshua Sobol’s Play Ghetto and David LaChapelle’s Documentary Film Rize”, *Conference Presentation*, California State University, Sacramento, 2007; “Teacher Affect” Departmental presentation as part of the Designated Emphasis in Second Language Acquisition, University of Davis, California, 2006; “Louis XIV ”, Guest Lecture in French Culture Course, UC Davis, 2004; “Eugen Ionescu’s The Bald Soprano”, Guest Lecture in History of French Theatre Course, UC Davis, 2004.

ATTACHMENT 20

NAME: JOHN RICHARD REESE

POSITION: ART INSTRUCTOR (PRINTMAKING AND DRAWING)
Division of Fine Arts
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.F.A. Art
California State University, Long Beach
Long Beach, CA

B.F.A. Illustration
California State University, Long Beach
Long Beach, CA

EXPERIENCE:

Mr. Reese has teaching experience in both digital and traditional media at the university level since January 2004. He has professional experience in illustration, graphic design, and fine art and has done freelance illustration and design since 2001. Mr. Reese has been a part-time faculty at California State University, Long Beach since 2004, teaching courses in digital art, illustration, and design. He has also taught illustration and digital imaging courses at Laguna College of Art and Design. His technical skills include: expertise in Adobe Photoshop, Illustrator, and InDesign on MAC or PC platform; experience with etching press and processes; experience with injection molding and rotocasting from doing work in the toy industry; and expertise with silkscreen process and machinery, offset lithography, and other commonly used printing processes (sublimation, etc.). He has done many solo shows exhibits of his work nationwide. Mr. Reese has volunteered at Saddleback College as a teaching assistant in Beginning Drawing classes. He has also volunteered in humanitarian work in Yucatan and Quintana Roo, Mexico from May 1996 through June 1998, from which he has become fluent in Spanish and has a rudimentary ability with Mayan.

HONORS AND AWARDS:

- Achievement Award – Illustration, California State University, 2006.

ATTACHMENT 21

NAME: DOUGLAS RYALS

POSITION: ENGLISH COMPOSITION INSTRUCTOR
School of Humanities and Languages
Irvine Valley College
Full-Time, Tenure Track

EDUCATION:

Ph.D. English
University of California, Irvine
Irvine, CA

M.A. English
University of California, Irvine
Irvine, CA

B.A. Religion
Duke University
Durham, NC

EXPERIENCE:

While pursuing graduate studies at the University of California, Irvine, Dr. Ryals worked as a teaching assistant in the Composition Program, the English Department, and the Humanities Core Course. He also taught as an adjunct instructor of English at Irvine Valley College and as a guest professor at Florida Southern College. After completing his Ph.D., Dr. Ryals lectured for several years in the Humanities Core Course at UC-Irvine. For the past two years, he was employed as an Assistant Professor of English at Campbell University in North Carolina, where he taught a range of classes in composition and literature, with an emphasis on Renaissance British literature. He has also worked as a newspaper reporter, as a free-lance writer, and as a chef.

FELLOWSHIPS AND AWARDS:

- National Merit Scholarship (Duke University)
- Angier B. Duke Memorial Scholarship (Duke University)
- Humanities Pre-Doctoral Fellowship (University of California, Irvine)
- Summer Dissertation Fellowship (University of California, Irvine)

PROFESSIONAL AFFILIATIONS:

- Modern Language Association
- Shakespeare Association of America
- Renaissance Society of America

ATTACHMENT 22

NAME: VIRGINIA SHANK

POSITION: ENGLISH COMPOSITION INSTRUCTOR
School of Humanities and Languages
Irvine Valley College
Full-Time, Tenure Track

EDUCATION:

Ph.D. English – Poetry
Binghamton University
Binghamton, NY

M.F.A. English Creative Writing
University of Idaho
Moscow, ID

M.A. English Literature
Binghamton University
Binghamton, NY

B.A. English
Lycoming College
Williamsport, PA

EXPERIENCE:

Dr. Shank has been teaching since 2001. From 2005-2008, she taught composition and a poetry workshop, as well as teaching and designing online composition courses, at the University of Idaho. In 2008, she taught at Binghamton University in British Literature, transfer-level composition, and introductory creative writing and served for a year as Assistant Director of First-Year Writing, editing two editions of *Binghamton Writes: A Journal of Undergraduate Composition*. She also has editorial experience from working as an editor-in-chief, layout editor, and poetry editor for *Harpur Palate*, Binghamton's literary journal, as a reader for *Fugue*, the University of Idaho's literary journal, and as an editor for Lycoming's literary journal, *The Tributary*.

FELLOWSHIPS AND AWARDS:

- Academy of American Poets College Prize, Binghamton University, 2011
- Alfred Bendixon Prize for Graduate Studies in English, Binghamton University, 2010
- Newhouse Award, Binghamton University, 2009
- Grace V Nixon Scholarship, University of Idaho, 2007
- Research Grant, University of Idaho, 2007
- English Department Service Award, Lycoming College, 2004
- *Tributary* Poetry Prize, Lycoming College, 2004

PROFESSIONAL AFFILIATIONS:

College English Association; Association of Writers and Writing Programs; Academy of American Poets

PUBLICATIONS:

Virginia's poems have appeared or are forthcoming in *Barely South*, *The Meadowland Review*, *RHINO*, *Cold Mountain Review*, *Permafrost*, *Oregon Literary Review*, and *Grist*

ATTACHMENT 23

NAME: ALEC SIM

POSITION: PHYSICS INSTRUCTOR
Irvine Valley College
Full-Time, Tenured Track

EDUCATION:

Ph.D. (ABD) Physics
Utah State University
Logan, UT

M.S. Physics
University of Kentucky
Lexington, KY

B.S. Applied Physics
California State University, San Bernardino
San Bernardino, CA

EXPERIENCE:

Mr. Sim has served in a one-year, temporary Physics Instructor position at Irvine Valley College for the past year. Prior to that, he was employed with the College of the Desert in Palm Desert full-time as a Physics Instructor from January, 2011 to June, 2011. His teaching experience includes working part-time as a Teaching Assistant for Utah State University, Logan, Utah from June, 2003 to December, 2004 and from August, 2008 to December, 2010; as a part-time Physical Science Instructor for Morehead State University, Morehead, Kentucky from January, 2005 to May, 2005; as a part-time Lead Teaching Assistant at the University of Kentucky in Lexington, Kentucky from January, 2005 to June, 2008, and as a part-time Instructor for Utah State University in July, 2004. Mr. Sim was also a full-time Research Assistant from August, 2008 to December, 2010; a part-time Research Assistant from June, 2003 to December, 2004 for Utah State University and a part-time Research Assistant from June 1999 to June 2003 for California State University, San Bernardino. He also worked as an Emergency Medical Technician for American Medical Response from June to October, 2001; and as a Paid Call Firefighter for Crest Forest Fire and Riverside County Fire Departments between October 1996 and December 1998.

RECENT PUBLICATIONS:

- Alec Sim and JR Dennison, "Parameterization of Temperature, Electric Field, Dose Rate and Time Dependence of Low Conductivity Spacecraft Materials Using a Unified Electron Transport Model," Proceedings of the 11th Spacecraft Charging Technology Conference, (Albuquerque, NM, September 20-24, 2010), 15 pp, in press.
- Charles Sim, Alec Sim, Douglas Ball and JR Dennison, "Temperature and Endurance Time of Electrostatic Field Strengths of Polymeric Spacecraft Insulators," Proceedings of the 11th Spacecraft Charging Technology Conference, (Albuquerque, NM, September 20-24, 2010), 8 pp, in press.
- Alec Sim and JR Dennison, "Charge Dynamics in Insulating materials" Rocky Mountain Space Craft consortium proceedings, March 15th 2010.
- Alec Sim and J.R Dennison, "Unified Model of Charge Transport in Insulating Polymeric Materials," Proceedings of the 15th Rocky Mountain NASA Space Grant Consortium NASA Fellowship Symposium, (Logan, UT, May 1 2010), 10 pp.

TO: Board of Trustees
FROM: Gary L. Poertner, 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 and Exhibit B.

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. GOODMAN, MARCIA is to be employed as Child Development Specialist, Pos. #3392, Child Development Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 122, Step 1, 27.5 hours per week, 12 months per year, effective July 9, 2012. This is a replacement position for Sarah Chamberlain, who retired.
 - b. HAMMER, RACHEL is to be employed as Office Assistant, Categorical, Pos. #4485, Office of Community Education, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 28 hours per week, 12 months per year, effective June 4, 2012. This position was approved by the Board of Trustees on November 16, 2011.
 - c. HILDABIDLE, LOIS is to be employed as Senior Administrative Assistant, Pos. #3354, School of Mathematics, Sciences and Engineering, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective June 1, 2012. This is a replacement position for Megan Newton, who received a change in status.
 - d. MOSQUEDA, RICHARD is to be employed as Custodian, Pos. #4365, Facilities Maintenance, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, plus 5% shift differential, 25 hours per week, 12 months per year, effective June 4, 2012. This is a replacement position for Daniel Alba, who was given a change in status.
 - e. MOSQUEDA, YULIA is to be employed as International Student Program Technician, Pos. #4483, Office of Enrollment Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 125, Step 1, 20 hours per week, 12 months per year, effective June 25, 2012. This position was approved by the Board of Trustees on November 16, 2011.
 - f. ZARA, DERECK is to be employed as Transfer Center Specialist, Pos. #3351, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 123, Step 1, 40 hours per week, 12 months per year, effective June 4, 2012. This is a replacement position for Virginia Mackey, who retired.
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> |
|--------------------|----------------------------------|-------------------|-------------------|
| Chandler, Kristine | Administrative Assistant/SC | 121/1 | 05/15/12 |
| Dalton, Michael | Custodian/SC | 113/1 | 05/08/12 |
| Gonzalez, David | Custodian/SC | 113/1 | 05/08/12 |
| Guerrero, Jorge | Counseling Office Assistant/SC | 115/1 | 05/22/12 |
| Howard, Michael | Custodian/SC | 113/1 | 05/03/12 |
| Islam, Tahina | Child Development Specialist/IVC | 122/1 | 05/23/12 |

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> |
|--------------------|--|-------------------|-------------------|
| Islam, Tahina | Senior Child Development Specialist IVC | 128/1 | 05/23/12 |
| Madani, Mahsa | Student Development Office Assistant/IVC | 121/1 | 05/07/12 |
| Pahomi, Constantin | Custodian/SC | 113/1 | 05/03/12 |
| So, Thy | Custodian/SC | 113/1 | 05/17/12 |
| Valdez, Sandra | Custodian/SC | 113/1 | 05/10/12 |
| Yaganeh, Samira | Counseling Office Assistant/SC | 115/1 | 03/06/12 |
| Yirak, Andrew | Senior Administrative Assistant/IVC | 127/1 | 05/07/12 |

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2011/2012** 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> |
|------------------------------|-------------------------------|------------------------|-----------------------|
| ¹ Allen, Danielle | Project Specialist/DIST. | 18.00 | 05/17/12-06/30/12 |
| Alvarado-Garcia, Andrea | Project Specialist/DIST. | 14.00 | 05/22/12-06/30/12 |
| Argo, Albert | Project Specialist (IT)/DIST. | 12.00 | 04/01/12-06/30/12 |
| ² Ayad, Victoria | Project Specialist/SC | 16.00 | 05/16/12-06/30/12 |
| Copelan, Joshua | TMD Aide/IVC | 10.50 | 05/23/12-06/30/12 |
| Cubillos-Bezanilla, S. | Project Specialist/IVC | 20.00 | 05/02/12-06/30/12 |
| Dixon, Kathleen | TMD Aide/IVC | 20.00 | 05/14/12-06/30/12 |
| Eser, Shelby | TMD Aide/IVC | 20.00 | 05/16/12-06/30/12 |
| Field, Vananh | Project Specialist/SC | 18.00 | 05/03/12-06/30/12 |
| Ghaffari, Azadeh | Project Specialist/SC | 16.00 | 05/16/12-06/30/12 |
| Goss, John | Coaching Aide/IVC | 15.00 | 04/25/12-06/30/12 |
| Gramling, Maria Cristina | Project Specialist/SC | 12.00 | 05/03/12-06/30/12 |
| Gregory, Matthew | TMD Aide/IVC | 14.00 | 04/30/12-06/30/12 |
| Hillenbrand, Nicholas | TMD Aide/IVC | 14.00 | 05/09/12-06/30/12 |
| Houser, Brandon | Project Specialist/SC | 10.50 | 05/22/12-06/30/12 |
| Huynh, Shaunna | Project Specialist (IT)/DIST. | 12.00 | 04/01/12-06/30/12 |
| ³ Jacobs, Tia | ST Campus Sec. Off./SC | 20.00 | 05/17/12-06/30/12 |
| Kite, Suzanne | TMD Aide/SC | 9.00 | 05/08/12-06/30/12 |
| KoKesch, Joshua | TMD Aide/SC | 10.50 | 05/01/12-06/30/12 |
| Koscielski, Nicholas | Project Specialist/SC | 10.50 | 05/07/12-06/30/12 |
| ⁴ Looney, Carol | ST Campus Sec. Off./SC | 18.00 | 05/17/12-06/30/12 |
| Martin, Mary | Clerk, Short-Term/SC | 15.00 | 05/15/12-06/30/12 |
| Martinez, Nick | Project Specialist/SC | 10.50 | 05/16/12-06/30/12 |
| Meeks, Adam | Project Specialist/SC | 9.50 | 06/01/12-06/30/12 |

¹ Daughter of Kimberly McCord, District Director of Fiscal Services.

² Daughter of Catherine Ayad, HSHS Program Specialist, Health Science and Human Services, Saddleback College.

³ Daughter-in-law of Michael and Carol Looney, Police Officer and ST Campus Security Officer, Saddleback College. Wife of Cameron Looney, Custodian, Irvine Valley College.

⁴ Wife of Michael Looney, Police Officer, Saddleback College. Mother of Cameron Looney, Custodian, Irvine Valley College. Mother-in-law of Tia Jacobs, ST Campus Security Officer, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2011/2012** 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> |
|------------------------------|--------------------------|------------------------|-----------------------|
| Miller, Matthew | Project Specialist/SC | 20.00 | 05/21/12-06/30/12 |
| Monells Pellicer, Jan | Project Specialist/SC | 13.00 | 05/01/12-06/30/12 |
| ⁵ Parra, Cristina | Clerk, Short-Term/SC | 12.50 | 05/15/12-06/30/12 |
| Perez, Denice | Project Specialist/SC | 14.00 | 05/01/12-06/30/12 |
| Scott, Indigo | Outreach Aide/SC | 12.00 | 05/24/12-06/30/12 |
| Sebold, Margaret | Clerk, Short-Term/SC | 15.00 | 05/15/12-06/30/12 |
| Sotello, Floridel | Project Specialist/IVC | 20.00 | 05/09/12-06/30/12 |
| Swanson, Cora | Project Specialist/DIST. | 20.00 | 06/01/12-06/30/12 |
| VanDer Meer, Aagje | Project Specialist/SC | 9.50 | 05/18/12-06/30/12 |
| Vann, Amber | Coaching Aide/IVC | 15.00 | 04/25/12-06/30/12 |
| Viguerras, Carla | TMD Aide/IVC | 14.00 | 05/09/12-06/30/12 |
| Wang, Charles | Adapted Kines. Aide/IVC | 16.00 | 05/09/12-06/30/12 |

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|------------------------------|-------------------------------|------------------------|-----------------------|
| Aldape, Timothy | Adapt. Kines. Aide/SC | 11.50 | 07/01/12-12/31/12 |
| ¹ Allen, Danielle | Project Specialist/DIST. | 18.00 | 07/01/12-12/31/12 |
| Alvarado-Garcia, Andrea | Project Specialist/DIST. | 14.00 | 07/01/12-12/31/12 |
| Angstrom, Preston | Adapt. Kines. Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Argo, Albert | Project Specialist (IT)/DIST. | 12.00 | 07/01/12-12/31/12 |
| ² Ayad, Victoria | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Boutte, Rhonda | TMD Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Brown, Megan | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Carter-Ortega, Mary | Clerk, Short-Term/SC | 11.50 | 07/01/12-12/31/12 |
| Copelan, Joshua | TMD Aide/IVC | 10.50 | 07/01/12-12/31/12 |
| Cubillos, Bezanilla, S. | Project Specialist/IVC | 20.00 | 07/01/12-12/31/12 |
| Cueto, Catherine | Project Specialist/IVC | 20.00 | 07/01/12-12/31/12 |
| Dixon, Kathleen | TMD Aide/SC | 20.00 | 07/01/12-12/31/12 |
| Eser, Shelby | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Field, Vananh | Project Specialist/SC | 18.00 | 07/01/12-12/31/12 |
| Fox, Jill | Clerk, Short-Term/SC | 11.00 | 07/01/12-12/31/12 |
| Garber, Shaylene | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Ghaffari, Azadeh | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |

⁵ Daughter of Lori Parra, Extended Opportunity Program Specialist-Bilingual, Division of Counseling Services and Special Programs, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|------------------------------|-------------------------------|------------------------|-----------------------|
| Good, Pauline | TMD Aide/SC | 10.50 | 07/01/12-12/31/12 |
| Goss, John | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Gramling, Maria Cristina | Project Specialist/SC | 12.00 | 07/01/12-12/31/12 |
| Groover, Michael | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Gross, Rachel | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Hatter, Kelly | Project Specialist/SC | 15.00 | 07/01/12-12/31/12 |
| Hillenbrand, Nicholas | TMD Aide/IVC | 14.00 | 07/01/12-12/31/12 |
| Houser, Brandon | Project Specialist/SC | 10.50 | 07/01/12-12/31/12 |
| Huynh, Shaunna | Project Specialist (IT)/DIST. | 12.00 | 07/01/12-12/31/12 |
| ³ Jacobs, Tia | ST Campus Sec. Off./SC | 18.00 | 07/01/12-12/31/12 |
| Kite, Suzanne | TMD Aide/SC | 9.00 | 07/01/12-12/31/12 |
| KoKesch, Joshua | TMD Aide/SC | 10.50 | 07/01/12-12/31/12 |
| Koscielski, Nicholas | Project Specialist/SC | 10.50 | 07/01/12-12/31/12 |
| Kristjanson, Johann | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Liedholm, Christopher | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| ⁴ Looney, Carol | ST Campus Sec. Off./SC | 18.00 | 07/01/12-12/31/12 |
| Madani, Mahsa | Project Specialist/IVC | 16.00 | 07/01/12-12/31/12 |
| Madariaga Benavide, Marco | Outreach Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Maeda, Evan | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Magnetta, Jeri | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Mahjoob, Shaden | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| Malec, Christopher | Coaching aide/SC | 15.00 | 07/01/12-12/31/12 |
| Mareks, Michelle | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Marsden, Pamela | TMD Aide/SC | 10.50 | 07/01/12-12/31/12 |
| Martin, Mary | Clerk, Short-Term/SC | 15.00 | 07/01/12-12/31/12 |
| Martinez, Angelina | Project Specialist/IVC | 16.00 | 07/01/12-12/31/12 |
| Martinez, Nick | Project Specialist/SC | 10.50 | 07/01/12-12/31/12 |
| Martinez, Paul | Project Specialist/SC | 8.50 | 07/01/12-12/31/12 |
| Mayville, Joseph | Adapt. Kines. Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Mboggo, Samuel | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| McAnlis, Allen | Project Specialist/SC | 9.50 | 07/01/12-12/31/12 |
| McCann, Samantha | TMD Aide/IVC | 10.50 | 07/01/12-12/31/12 |
| ⁶ McClain, Connie | Project Specialist/SC | 20.00 | 07/01/12-12/31/12 |
| McGinley, Shaun | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| McGowan, Christian | TMD Aide/IVC | 8.50 | 07/01/12-12/31/12 |
| McLain, Heather | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| McNulty, Karen | TMD Aide/SC | 20.00 | 07/01/12-12/31/12 |
| McNulty, Peter | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Medling, Jane | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Meeks, Adam | Project Specialist/SC | 9.50 | 07/01/12-12/31/12 |

⁶ CalPERS Retiree from Saddleback College, December 31, 2009.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|------------------------------|---------------------------|------------------------|-----------------------|
| Metcalf, Andria | Clerk, Short-Term/SC | 11.00 | 07/01/12-12/31/12 |
| Michaels, Mary | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Miller, Matthew | Project Specialist/SC | 20.00 | 07/01/12-12/31/12 |
| Mino, Carla | Child Dev. Center Aide/SC | 10.00 | 07/01/12-12/31/12 |
| Minot, Mason | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| Mitchell, Kevin | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Mobedshahi, Noushin | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Modrynski, Jason | Adapt. Kines. Aide/SC | 10.50 | 07/01/12-12/31/12 |
| Mohyi, Jasmine | Child Dev. Center Aide/SC | 12.00 | 07/01/12-12/31/12 |
| Monells-Pellicer, Jan | Project Specialist/SC | 13.00 | 07/01/12-12/31/12 |
| Monterola, Miguel | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Morales, Jamee | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Moran, Devin | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Murtaugh, David | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Myers, Ashley | TMD Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Nakamura, Gary | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Newberry, Daniel | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Nocella, Kirsten | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| Noonen, Ethlean | TMD Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Noriega-Goodwin, Natasha | Project Specialist/SC | 10.50 | 07/01/12-12/31/12 |
| Nutting, Patricia | Clerk, Short-Term/SC | 10.50 | 07/01/12-12/31/12 |
| Ochiai, Alan | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Ohlig, Vanessa | Child Dev. Center Aide/SC | 10.00 | 07/01/12-12/31/12 |
| Ong, Cassandra | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Ortiz, Maria | Child Dev. Center Aide/SC | 12.00 | 07/01/12-12/31/12 |
| Palma Serrano, Nayeli | Adapt. Kines. Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Palmer, James | Project Specialist/IVC | 15.00 | 07/01/12-12/31/12 |
| Parra, Antonio | Adapt. Kines. Aide/SC | 10.50 | 07/01/12-12/31/12 |
| ⁵ Parra, Cristina | Clerk, Short-Term/SC | 12.50 | 07/01/12-12/31/12 |
| Paschetta, Chantal | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Patterson, Pamela | Adapt. Kines. Aide/SC | 20.00 | 07/01/12-12/31/12 |
| ⁷ Paulis, Monique | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Peeler, Danielle | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Perez, Denice | Project Specialist/SC | 14.00 | 07/01/12-12/31/12 |
| Petrovich, Alexis | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Pham, Peter | Spec. Proj. Coord./IVC | 40.00 | 07/01/12-12/31/12 |
| Phan, James | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| Phelps, Riley | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Pinto, Patricia | Adapt. Kines. Aide/IVC | 11.50 | 07/01/12-12/31/12 |
| Plessney, Linda | Clerk, Short-Term/SC | 10.50 | 07/01/12-12/31/12 |

⁷ Sister of Angelique Paulis, Student Help, Liberal Arts, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|--------------------------------|-------------------------------|------------------------|-----------------------|
| Price, Kay | TMD Aide/SC | 10.50 | 07/01/12-12/31/12 |
| Quezada, Terry | Project Specialist/SC | 9.50 | 07/01/12-12/31/12 |
| Raissian, Behnaz | Project Specialist/SC | 10.50 | 07/01/12-12/31/12 |
| Rawlins, Antonietta | Project Specialist/SC | 9.00 | 07/01/12-12/31/12 |
| Reeder, Annie | Project Specialist/SC | 13.00 | 07/01/12-12/31/12 |
| Reyes, Diana | Outreach Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Richards, Ryan | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Richardson, Kayla | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Roach, Dana | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Rodriguez, Zadkiel | Project Specialist/SC | 14.00 | 07/01/12-12/31/12 |
| Roehler, Trevor | TMD Aide/IVC | 10.50 | 07/01/12-12/31/12 |
| Runde, Jessica | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Rystov, Alice | Project Specialist/IVC | 10.50 | 07/01/12-12/31/12 |
| Sadeghieh, Iden | Project Specialist (IT)/DIST. | 25.00 | 07/01/12-12/31/12 |
| Sandhu, Ravinder | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Schafer, Alexis | Project Specialist/SC | 14.00 | 07/01/12-12/31/12 |
| Schlesinger, David | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Schmid, Teresa | CDC Project Specialist/SC | 20.00 | 07/01/12-12/31/12 |
| Scott, David | TMD Aide/SC | 9.50 | 07/01/12-12/31/12 |
| Scott, Indigo | Outreach Aide/SC | 11.50 | 07/01/12-12/31/12 |
| Sebold, Margaret | Clerk, Short-Term/SC | 15.00 | 07/01/12-12/31/12 |
| Serrano, Carlos | Outreach Aide/SC | 12.50 | 07/01/12-12/31/12 |
| Shadid, Bryan | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Shamlou, Reza | TMD Aide/IVC | 10.50 | 07/01/12-12/31/12 |
| Shearman, Carrie | Project Specialist/SC | 9.50 | 07/01/12-12/31/12 |
| Shults, Maryanne | Project Specialist/SC | 8.50 | 07/01/12-12/31/12 |
| Skinner, Daniel | ST Campus Sec. Off./IVC | 18.00 | 07/01/12-12/31/12 |
| Smith, Justin | Project Specialist/SC | 13.00 | 07/01/12-12/31/12 |
| ⁸ Snowden, Marybeth | TMD Aide/SC | 13.00 | 07/01/12-12/31/12 |
| Snyder, Deborah | Clerk, Short-Term/SC | 15.00 | 07/01/12-12/31/12 |
| Soifua, Monalito | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Sotello, Floridel | Project Specialist/IVC | 20.00 | 07/01/12-12/31/12 |
| Steinriede, Lindsay | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Stephens, Gary | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Stratton, Carmen | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Strickland, Brandon | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Sullivan, Desiree | Project Specialist (IT)/DIST. | 12.00 | 07/01/12-12/31/12 |
| Supe, Jose | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Swanson, Cora | Project Specialist/SC/DIST. | 20.00 | 07/01/12-12/31/12 |
| Tate, Christopher | Outreach Aide/SC | 10.50 | 07/01/12-12/31/12 |

⁸ Wife of Harry Snowden, Ticket Office Operations Manager, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|-----------------------------|-------------------------------|------------------------|-----------------------|
| Tenchka, Kathleen | Project Specialist/IVC | 11.50 | 07/01/12-12/31/12 |
| ⁹ Tesch, Gregory | Project Specialist (IT)/DIST. | 50.00 | 07/01/12-12/31/12 |
| Toice, Katrina | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Tomlinson, Warren | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Tracey, Claire | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Trumble, Phillip | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Tung, Haiyun | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Turk, Anthony | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Uhlman, John | ST Campus Sec. Off./SC | 18.00 | 07/01/12-12/31/12 |
| Uy, Vincent | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Valencia, Danielle | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Van Der Meer, Aagje | Project Specialist/SC | 9.50 | 07/01/12-12/31/12 |
| Vann, Amber | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Varho, Matt | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Vasquez, Fernando | TMD Aide/SC | 18.00 | 07/01/12-12/31/12 |
| Vega, Angel | Child Dev. Center Aide/SC | 10.00 | 07/01/12-12/31/12 |
| Vidal, Daniel | Project Specialist/SC | 12.50 | 07/01/12-12/31/12 |
| Vigil Romero, Andrae | Project Specialist/SC | 14.00 | 07/01/12-12/31/12 |
| Vigueras, Carla | TMD Aide/IVC | 14.00 | 07/01/12-12/31/12 |
| Volosing, Rachel | Project Specialist/IVC | 20.00 | 07/01/12-12/31/12 |
| Walker, Carson | ST Campus Sec. Off./SC | 12.00 | 07/01/12-12/31/12 |
| Wang, Charles | Adapted Kines. Aide/IVC | 16.00 | 07/01/12-12/31/12 |
| Watt, Deborah | Project Specialist/SC | 20.00 | 07/01/12-12/31/12 |
| Watters, Damien | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Webster, Patrick | Outreach Aide/SC | 12.50 | 07/01/12-12/31/12 |
| Weiss, Elizabeth | Spec. Proj. Coord./IVC | 40.00 | 07/01/12-12/31/12 |
| Welch, Hailey | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Wells, Douglas | Adapt. Kines. Aide/SC | 16.00 | 07/01/12-12/31/12 |
| Wickstrom, Julie | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Wilford, Scott | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Wilkins, Kelly | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Williamson, Jehann | TMD Aide/IVC | 20.00 | 07/01/12-12/31/12 |
| Wilson, Curtis | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Winfrey, Sarah | TMD Aide/SC | 8.50 | 07/01/12-12/31/12 |
| Winn, Fentriss | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Yaganeh, Samira | Project Specialist/SC | 15.50 | 07/01/12-12/31/12 |
| Yamaguchi, Troy | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Yannarella, Leiane | Project Specialist/SC | 16.00 | 07/01/12-12/31/12 |
| Yasukochi, Donal | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Yi, Ki | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |

⁹ CalPERS Retiree from SOCCC District, April 30, 2006.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2012/2013** 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> |
|--------------------|-----------------------|------------------------|-----------------------|
| Yunes, Omar | Adapt. Kines. Aide/SC | 20.00 | 07/01/12-12/31/12 |
| Yunes, Omar | Coaching Aide/SC | 15.00 | 07/01/12-12/31/12 |
| Ziencina, Taylor | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |
| Zotinca, Alexandru | Coaching Aide/IVC | 15.00 | 07/01/12-12/31/12 |

5. 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 **2011/2012** academic year.

| <u>Name</u> | <u>Start/End Date</u> |
|--------------------------|-----------------------|
| Freeman, Abigail | 05/21/12-06/30/12 |
| Gramling, Maria Cristina | 05/03/12-06/30/12 |

6. 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 **2012/2013** academic year.

| <u>Name</u> | <u>Start/End Date</u> |
|--------------------------------|-----------------------|
| ¹⁰ Allen, Ezra | 07/01/12-06/30/13 |
| Ames, Sydne | 07/01/12-06/30/13 |
| Amy, John | 07/01/12-06/30/13 |
| Anda, Dorith | 07/01/12-06/30/13 |
| Anorma, Chelsea | 07/01/12-06/30/13 |
| Avalos Galvez, Diego | 07/01/12-06/30/13 |
| Baherieh, Ahmad | 07/01/12-06/30/13 |
| Barr, Jessica | 07/01/12-06/30/13 |
| Benkert-Langrell, Alex | 07/01/12-06/30/13 |
| Bishopp, Sidney | 07/01/12-06/30/13 |
| Blanco, Kirsten | 07/01/12-06/30/13 |
| Burke, Helen | 07/01/12-06/30/13 |
| Carbonaro, Olivia | 07/01/12-06/30/13 |
| Coombs, Erin | 07/01/12-06/30/13 |
| Copeland, Melonie | 07/01/12-06/30/13 |
| ¹¹ Davarnia, Sam | 07/01/12-06/30/13 |
| ¹¹ Davarnia, Sohrab | 07/01/12-06/30/13 |
| ¹² De Roulet, Kevin | 07/01/12-06/30/13 |
| Dulawan, Christina | 07/01/12-06/30/13 |
| Fatwan, Aristo | 07/01/12-06/30/13 |
| Freeman, Abigail | 07/01/12-06/30/13 |
| Ghassemi-Chahnoui, Sahar | 07/01/12-06/30/13 |

¹⁰ Son of Lisa Davis-Allen, Full-time Instructor, School of Fine Arts, Irvine Valley College.

¹¹ Siblings, Division of Online Education and Learning Resources, Saddleback College..

¹² Son of Daneil DeRoulet, Full-time English Composition Instructor, School of Humanities and Languages, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

6. 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 **2012/2013** academic year.

| <u>Name</u> | <u>Start/End Date</u> |
|---------------------------------|-----------------------|
| Gramling, Maria Cristina | 07/01/12-06/30/13 |
| Green, Mariko | 07/01/12-06/30/13 |
| Han, Grace | 07/01/12-06/30/13 |
| Hoang, Don | 07/01/12-06/30/13 |
| Krueger, Paul | 07/01/12-06/30/13 |
| Larios, Robin | 07/01/12-06/30/13 |
| ¹³ Leftwich, Denham | 07/01/12-06/30/13 |
| Liang, Sheryne | 07/01/12-06/30/13 |
| Liu, Xin | 07/01/12-06/30/13 |
| Longo, Amber | 07/01/12-06/30/13 |
| Lor, Lily | 07/01/12-06/30/13 |
| Ly, Claudia | 07/01/12-06/30/13 |
| Malik, Amber | 07/01/12-06/30/13 |
| Martin, Daniel | 07/01/12-06/30/13 |
| Masoumi, Tahereh | 07/01/12-06/30/13 |
| McGee, Cassia | 07/01/12-06/30/13 |
| McGee, LaToya | 07/01/12-06/30/12 |
| McKinney, Donovan | 07/01/12-06/30/13 |
| Montgomery, Edie | 07/01/12-06/30/13 |
| Nguyen, Nicole | 07/01/12-06/30/13 |
| Nikooardestani, Ghazalsadat | 07/01/12-06/30/13 |
| Ong, Garrett | 07/01/12-06/30/13 |
| Pask, Drake | 07/01/12-06/30/13 |
| ¹⁴ Paulis, Angelique | 07/01/12-06/30/13 |
| Pazirandeh, Alan | 07/01/12-06/30/13 |
| Phillips, Linus | 07/01/12-06/30/13 |
| Poblete, Jordan | 07/01/12-06/30/13 |
| Qader, Sheila | 07/01/12-06/30/13 |
| Rasouli, Mohammad | 07/01/12-06/30/13 |
| Roberts-Tessler, Sebastian | 07/01/12-06/30/12 |
| Ryan, Sean | 07/01/12-06/30/13 |
| Sanaiha, Yasamin | 07/01/12-06/30/13 |
| Sandoval, Molly | 07/01/12-06/30/13 |
| Shiple, John | 07/01/12-06/30/13 |
| Stanford, Kathleen | 07/01/12-06/30/13 |
| Sudjana, Marcella | 07/01/12-06/30/13 |
| Swango, Ashley | 07/01/12-06/30/13 |
| Terp, Matthew | 07/01/12-06/30/13 |
| Tong, Tam | 07/01/12-06/30/13 |
| Toombs, Berdena | 07/01/12-06/30/13 |
| Tran, Alexander | 07/01/12-06/30/13 |

¹³ Son of Helene Giziel Leftwich, Senior Administrative Assistant, Liberal Arts, Saddleback College, and grandson to Virginia Helen Locke, Director of Student Affairs, Irvine Valley College.

¹⁴ Sister of Monique Paulis, Project Specialist, Advanced Technology & Applied Sciences, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

6. 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 **2012/2013** academic year.

| <u>Name</u> | <u>Start/End Date</u> |
|---------------------|-----------------------|
| Tran, Cynthia | 07/01/12-06/30/13 |
| Van Der Meer, Aagje | 07/01/12-06/30/13 |
| Ward, Kerisa | 07/01/12-06/30/13 |
| Yarger, Marisa | 07/01/12-06/30/13 |
| Young, Kathy | 07/01/12-06/30/13 |

7. 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 **2011/2012** 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> |
|-----------------------------------|------------------------|--------------------------|-----------------------|
| Allen, Jonelle | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Appleman, Jack | Comm.Ed./IVC | 2500.00/cs | 05/23/12-06/30/12 |
| Bacoputos, Joshua | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Binder, Farla | Comm. Ed./SC | 2500.00/cs | 03/01/12-06/30/12 |
| Brandiff, Heather | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Campbell, Katelyn | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Castellaw, Tyler | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Churchill, Caylie | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Conway, Carolina | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Deason, Ryan | Clinical Specialist/SC | 30.00/hr | 04/24/12-06/30/12 |
| DeKoning, Shannan | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Ellis, Cynthia | Comm. Ed./IVC | 2500.00/cs | 05/23/12-06/30/12 |
| Fetter, Lauren | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Gamo, Elysia | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Guiral, Kylie | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Henrotin, Todd | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Jackson, Victoria | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Kamholz, Ericka | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Kemp, Leif | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| ¹⁵ Kruhmin, Kyle | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| ¹⁶ Landingham, Lindsay | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Li, Annie | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| ¹⁷ Mackey, Brittney | Aquatic Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Mannion, Nicolle | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| McCartney, Sommer | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Merda, Megan | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |

¹⁵ Son of Mark Kruhmin, Video Production Specialist, Fine Arts & Media Technology, Saddleback College.

¹⁶ Daughter of Gabrielle Landingham, Senior Administrative Assistant, Counseling Services & Special Programs, Saddleback College.

¹⁷ Sister of Sierra Lynn Mackey and Marica Mackey, Sr. Lifeguards, Community Education, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

7. 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 **2011/2012** 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> |
|----------------------------------|------------------------|--------------------------|-----------------------|
| Monjazebe, Nelly | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Morales, Angelina | Clinical Specialist/SC | 30.00/hr | 05/08/12-06/30/12 |
| Murphy-Klein, Laurie | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| ¹⁸ Paretta, Alexandra | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Patterson, Pamela | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Perez, Larry | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Podobas, Anna | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Quinn, Olivia | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Quigley, Patrick | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Ramos, Gabriella | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Ray, Julie | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Roelen, Troy | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Ruppert, Beverly | Clinical Specialist/SC | 30.00/hr | 04/26/12-06/30/12 |
| Sakmoto, Luke | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Sherwood, Kelley | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Stanley, Barak | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Stratton, Carmen | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |
| Sullens, Sean | Recreation Aide/SC | 10.00/hr | 05/15/12-06/30/12 |
| Swiatkowski, Paulina | Recreation Leader/SC | 15.00/hr | 05/15/12-06/30/12 |
| Triverdi, Parinita | Tutor/IVC | 12.00/hr | 05/23/12-06/30/12 |
| ¹⁹ Wood, William | Comm. Ed./SC | 2500.00/cs | 05/01/12-06/30/12 |
| Yang, Honghshe | Tutor/IVC | 12.00/hr | 05/23/12-06/30/12 |
| Yang, Kenny | Workforce Trainer/IVC | 72.00/hr | 05/14/12-06/30/12 |
| Yonan, Kirsten | Sr. Lifeguard/SC | 16.00/hr | 05/15/12-06/30/12 |
| Yunes, Omar | Comm. Ed./SC | 2500.00/cs | 05/15/12-06/30/12 |

8. 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 **2012/2013** 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> |
|---------------------|------------------------|--------------------------|-----------------------|
| Acocella, Laura | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Acosta, Anthony | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Adkins, Mauricette | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Ahmadi Talesh, Tina | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Akhondzadeh, Sasan | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Allen, Jonelle | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |

¹⁸ Sister of Francesca Paretta, Sr. Lifeguard, Community Education, Saddleback College.

¹⁹ Husband of Linda Wood, Community Education Program Specialist, Community Education, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|-------------------------------------|------------------------|--------------------------|-----------------------|
| Appleman, Jack | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Archang, Maani | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Arquette, Patty | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Arzate, Thomas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Aziz, Abdul | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Bacoputos, Joshua | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Bascom, Chantal | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Bauer, Lucas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Bedolfe, Tamara | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Binder, Farla | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Blanco, Kirsten | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Blundell-Siska, Mary | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Boyle, Miki | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Brandiff, Heather | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| ²⁰ Brewington, Elizabeth | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| ¹⁹ Brewington, John | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Bruno, John | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Budai, Rachel | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Buckman, Jennifer | Interpreter IV/SC | 30.00/hr | 07/01/12-06/30/13 |
| Call, Linda | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Campbell, Katelyn | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Caruso, Karen | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Castellaw, Tyler | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Chau, Joseph | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Chen, Xiaojian | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Chi, Chih-Wong | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Churchill, Caylie | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Clark, Evelyn | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Clem, Cecilia | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Cohen, Jonathan | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Cole, John | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Colonelli, Nicholas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| ²¹ Concialdi, Matthew | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| ²⁰ Concialdi, Steve | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Conway, Carolina | Sr. Lifeguard/SC | 11.00/hr | 07/01/12-06/30/13 |
| Corbett, Gabriel | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Crispino, Aaron | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |

²⁰ Elizabeth Brewington, Clinical Specialist and Nursing Instructor, Health Sciences & Human Services, Saddleback College and John Brewington, Clinical Specialist, Health Sciences & Human Services, Saddleback College are spouses and brother/brother-law respectively of H. James Brewington, Interpreter, DSP&S, Saddleback College & Irvine Valley College.

²¹ Brothers, both are Clinical Specialist, Health Sciences and Human Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|---------------------|------------------------|--------------------------|-----------------------|
| Dadsetan, Sharareh | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Danko, Carolyn | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Davis, Karen | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Deason, Ryan | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| DeKoning, Shannan | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Denaro, Aaron | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Diamond, Jean | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Difilippo, Jennifer | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Dinh, Amber | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Do, Tin | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Do, Tu | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Dodd, Timothy | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Doran, Sean | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Dormaier, Ruth | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Downing, Chad | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Ellis, Cynthia | Comm. Ed./IVC | 2500.00/cs | 07/01/12-06/30/13 |
| Enet, Lill | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Ervine, Michelle | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Esterley, Denise | Interpreter V/SC | 45.00/hr | 07/01/12-06/30/13 |
| Fairbanks, Eric | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Ferrandino, Vinny | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Ferrera, Michael | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Fetter, Lauren | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Fiorenza, Matthew | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Foults, Coralyn | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Fournier, Peter | Comm. Ed./IVC | 2500.00/cs | 07/01/12-06/30/13 |
| Fuhrman, Wesley | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Gaerlan, Cherrilyn | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Gamo, Elysia | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Garber, Logan | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Ghaffarkhan, Shirin | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Gibson, John | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Giguere, Virginia | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Gilmore, Richard | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Gleason, Linda | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Gomez, Jose | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Goodley, Mark | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Grace, Klair | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Graham, Elizabeth | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Gray, Jason | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|--------------------------------|------------------------|--------------------------|-----------------------|
| Grijalva, Louie | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Gross, Cynthia | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Grossman, Marc | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Hale, Alexander | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Hanson, Gina | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Hasnain, Amir | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Hateley, James | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Heck, Steven | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Henrontin, Todd | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Heidarpour Bardei, Negar | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Herbert, Kerry | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Hernandez, Mark | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Hildebrand, Paul | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Hoffski, James | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| ²² Huggins, Barbara | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Hurt, Nicholas | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Jackson, Victoria | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Jenkins, Angelina | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Johnson, Katharine | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Jordan, Katherine | Interpreter III/SC | 25.00/hr | 07/01/12-06/30/13 |
| Juarez, Louis | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Kaboodrangidaem, A. | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Kamholz, Ericka | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Kemp, Leif | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Kephart, Dennis | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Khan, Samer | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Khudadatova, Nadezhda | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Kim, Jae | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| King Covault, Kelly | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Kinnaird, John | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Klytta, Kevin | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Knight, Kenneth | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Koufigar, Sharrareh | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| ¹⁴ Kruhmin, Kyle | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Labrada, Pedro | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Lawrence, David | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Lawson, Anne | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Lawson, Danielle | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Lazar, Garrick | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |

²² Mother of Jennifer Huggins, Certified Test Proctor, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|-----------------------------------|------------------------|--------------------------|-----------------------|
| Lee, Won | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Lewallen, Carole | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Li, Annie | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Lin, Eric | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Lonberger, Steven | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Lopez, Eduardo | Comm. Ed./IVC | 2500.00/cs | 07/01/12-06/30/13 |
| Lorge, Lori | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| MacDonald, Donald | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| ¹⁶ Mackey, Brittney | Aquatic Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Magrann, Brooke | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Mancera, Frank | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Mancino, Raymond | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Mannion, Niccole | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Marinotti, Eva | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| McCartney, Sommer | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| ²³ McClusky, Katherine | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| ²² McClusky, Nathan | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| McElroy, Erin | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| McGinley, Patricia | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Merda, Megan | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Monacelli, Brian | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Monjazebe, Nelly | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Monteforte, Tricia | Interpreter II/SC | 16.00/hr | 07/01/12-06/30/13 |
| Moody, Debbie | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Morales, Angelina | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Moshrefi, Darya | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Murphy-Klein, Laurie | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Nelson, Candy | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Nguyen, Katie | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Nguyen, Tien | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Nguyen, Tuan | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Nguyen, Tuyen | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Nourani Najafi, Nazanin | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Ohara, Lauren | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Oye, Bradley | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Padden, Thomas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Pane, Christopher | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| ²⁴ Paretta, Alexandra | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |

²³ Son and Daughter of Georganne McClusky, Senior Administrative Assistant, Emeritus Institute, Saddleback College.

²⁴ Sister of Francesca Paretta, Sr. Lifeguard, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|---------------------------------|------------------------|--------------------------|-----------------------|
| Parker, Maxwell | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Parks, Timothy | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Patterson, Pamela | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Perez, Larry | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| ²⁵ Pestolesi, Thomas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Phelan, Linda | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Podobas, Anna | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Prosper, Charles | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Quigley, Patrick | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Quinn, Olivia | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Ramey, Anthony | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Ramos, Gabriella | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Ray, Julie | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Rebold, Diana | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Reshetnyak, Vladislav | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Revelle, Rebecca | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Riley, Kerri | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Robbins, Sacha | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Roelen, Troy | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Ruffino, Michael | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Ruppert, Beverly | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/12 |
| Ryan, Stacie | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Sakmoto, Luke | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Sanii, Raika | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Schaefer, Nicholas | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Schultz, Dolores | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Scott, Ann | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Sentenn, Johannah | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Shen, Yufan | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Sherwood, Kelley | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Shirazi, Dorsa | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Shirian Mayani, Homa | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Sims, Karen | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Smith, Jordan | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Smith, Ronald | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Sonoyama, Yoshie | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Sorenson, Jeffrey | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Staley, Matthew | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |

²⁵ Son of Diane Pestolesi, Full-time Instructor, Health Sciences & Human Services, Saddleback College; and Thomas Pestolesi, Sr., Full-time Instructor, Health, Kinesiology & Athletics, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

8. 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 **2012/2013** 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> |
|------------------------|------------------------|--------------------------|-----------------------|
| Stickel, Karl | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Stratton, Carmen | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Sullens, Sean | Recreation Aide/SC | 10.00/hr | 07/01/12-06/30/13 |
| Swiatkowski, Paulina | Recreation Leader/SC | 20.00/hr | 07/01/12-06/30/13 |
| Tantuvanich, Richard | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Thompson, Jonathan | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Tran, Caonhu | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Triverdi, Parinita | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Tupper, Linda | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Tyson, Stuart | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Unger, Jason | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Vafaei Fard, Shayesteh | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Vitello, Anthony | Clinical Specialist/SC | 30.00/hr | 07/01/12-06/30/13 |
| Walker, Stacy | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Whidden, Pamela | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Williams, Christopher | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Willis, Ursula | Tutor/SC | 12.00/hr | 07/01/12-06/30/13 |
| Wood, William | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Woodward, Wenying | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |
| Yaklyvich, Erin | Model/SC | 22.00/hr | 07/01/12-06/30/13 |
| Yang, Hongshe | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Yang, Kenny | Workforce Trainer/IVC | 72.00/hr | 07/01/12-06/30/13 |
| Yonan, Kirsten | Sr. Lifeguard/SC | 16.00/hr | 07/01/12-06/30/13 |
| Yunes, Omar | Comm. Ed./SC | 2500.00/cs | 07/01/12-06/30/13 |
| Zamanian, Ali | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Zhai, Zhen | Tutor/IVC | 12.00/hr | 07/01/12-06/30/13 |
| Zurilgen, Aubriana | Model/IVC | 22.00/hr | 07/01/12-06/30/13 |

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. CHIEF OF POLICE, Integrated Administrator/Manager Salary Schedule Range 16, Office of Campus Safety and Security, Saddleback College seeks authorization to establish a full-time, 40 hours per week, 12 months per year Classified Management position to its staff complement, effective June 26, 2012.
2. CONSTRUCTION MANAGER, Integrated Administrator/Manager Salary Schedule Range 16, Office of Facilities, Planning and Purchasing, District seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year Classified Management position to its staff complement, effective June 26, 2012. (Exhibit B, Attachment 1)

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION -
Continued

3. GROUNDKEEPER, Classified Bargaining Unit Salary Schedule Range 118, Office of Physical Sciences, Irvine Valley College seeks authorization to establish a 40 hours per week, 12 months per year Classified Bargaining Unit position to its staff complement, effective June 18, 2012.
4. INSTRUCTIONAL ASSISTANT, Classified Bargaining Unit Salary Schedule Range 122, Technology Services, Office of Instruction, Irvine Valley College seeks authorization to establish and announce a part-time, 20 hours per week, 12 months per year Classified Bargaining Unit position to its staff complement, effective June 26, 2012.
5. INSTRUCTIONAL ASSISTANT, Classified Bargaining Unit Salary Schedule Range 122, Technology Services, Office of Instruction, Irvine Valley College seeks authorization to establish and announce a part-time, 20 hours per week, 12 months per year Classified Bargaining Unit position to its staff complement, effective June 26, 2012.

C. REORGANIZATION AND/OR RECLASSIFICATION OF CLASSIFIED POSITIONS

1. **IRVINE VALLEY COLLEGE**, Office of College President, seeks authorization to reorganize the following Classified Bargaining Unit positions within their organization as defined in Title V Education Regulation, Section (c), Recruitment 53021.
 - 1a. **TRANSFER CURRICULUM AND SCHEDULING SPECIALIST**, Pos. #3523, Classified Bargaining Unit Salary Schedule Range 130, full-time, 40 hours per week, 12 months per year from report to the Dean of Academic Programs to report to the Vice President of Instruction, effective July 1, 2012. (Position #3523 was approved February 27, 2006 and appointed to Lois DiAlto, ID #3145)
 - 1b. **TRANSFER SENIOR ADMINISTRATIVE ASSISTANT**, Pos. #4030, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year from report to the Vice President of Student Services to report to the Vice President of Instruction, effective July 1, 2012. (Position #4030 was approved January 20, 2009 and appointed to Linda Renne, ID #3164)

D. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT**

- a. ANDERSON, DAVID, ID #11325, Director of Extended Education, Pos. #3041, Classified Management Salary Schedule Range 7, Step 10, 40 hours per week, 12 months per year, School of Academic Programs, Irvine Valley College, has been granted a lateral transfer to Director of Emeritus Instructional Programs, Integrated Academic/Manager Salary Schedule Range 14, Step 8, 40 hours per week, 12 months per year, Office of Instruction, Saddleback College effective July 1, 2012.

D. CHANGE OF STATUS - Continued

1. CLASSIFIED EMPLOYMENT

- b. GLENN, CINDY, ID #15005, Lead Custodian, Pos. #3479, Classified Bargaining Unit Salary Schedule Range 124, Step 6, 40 hours per week, 12 months per year, Facilities Grounds, Office of Physical Plant, Irvine Valley College has been given a permanent change in assignment to Groundskeeper, Classified Bargaining Unit Salary Range 118, Step 6, 40 hours per week, 12 months per year Facilities Grounds, Office of Physical Plant, Irvine Valley College, effective June 19, 2012.
- c. ²⁶NASSAR, JAN, ID #2286, Senior Health Office Assistant, Pos. #2821, Classified Bargaining Unit Salary Range 124, Step 6, 33 hours per week, 12 months per year, Student Health Center, Office of Student Development, Irvine Valley College, has been given a temporary change of hours to 15 hours per week for the summer session, effective May 21, 2012 to August 19, 2012.
- d. PRINCE, PAMELA, ID #17217, is a Program Specialist, Categorical/grant funded, Pos. #4399, Classified Bargaining Unit Salary Range 130, Step 2, 40 hours per week, 12 months per year, for a period of July 1, 2012 through June 30, 2013. Employment in this categorical/grant funded position is contingent upon funding by a combination of the IDRC grant (40%) and NOCCCD CACT Sub Grant (60%).

E. OUT OF CLASS ASSIGNMENTS

- 1. BARTIROMO, JEANISE, ID #10642, Administrative Assistant, Pos. #3538, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Academic Senate, Office of Instruction, Saddleback College, has been given a temporary change in assignment to Senior Administrative Assistant, Pos. #3243, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, Division of Social and Behavioral Sciences, Saddleback College, effective May 14, 2012. This is a temporary reassignment for Linda Hall, who was given a change in status.
- 2. OJEDA, SERGIO, ID #14664, Groundskeeper, Pos. #2799, Classified Bargaining Unit Salary Schedule Range 118, Step 6, 40 hours per week, 12 months per year, Facilities Grounds, Office of Physical Plant, Irvine Valley College, has been given a temporary change in assignment to Lead Groundskeeper, Pos. #3479, Classified Bargaining Unit Salary Schedule Range 124, Step 4, 40 hours per week, Facilities Grounds, Office of Physical Plant, Irvine Valley College, effective June 19, 2012. This is a replacement position for Cindy Glenn, who received a change in status.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

- 1. HOOK, LEE HARMON, ID #10002, Instructional Assistant, Pos. #3414, 10 hours per week, 12 months per year, Division of Online Education and Learning Resources, Saddleback College, resignation effective May 18, 2012 and retirement May 19, 2012. Payment is authorized for any compensated time off. (Permanent Start date: October 18, 1999)

²⁶ This item was originally approved by the Board of Trustees, for a reduction to 20 hours per week, on April 30, 2012.

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

2. POLIKAITIS, JOHN, ID #1492, Custodian, Pos. #1077, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College, resignation effective June 29, 2012 and retirement June 30, 2012. Payment is authorized for any compensated time off. (Permanent Start date: January 15, 1979)
3. SALINAS, FRANCISCO, ID #10809, Lead Custodian, Pos. #3306, 40 hours per week, 12 months per year, Facilities Custodial, Office of Physical Plant, Saddleback College, resignation effective April 20, 2012 and retirement April 21, 2012. Payment is authorized for any compensated time off. (Permanent Start date: August 29, 2000)
4. SOTO-BANKS, JENNIFER, ID #17623, Child Development Specialist, Pos. #3298, 27.5 hours per week, 12 months per year, Child Development Center, Office of Student Services, Saddleback College, resignation effective June 29, 2012. Payment is authorized for any compensated time off. (Permanent Start date: August 9, 2010)

G. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the **2011/2012** and **2012/2013** academic year.

Business Sciences, Irvine Valley College

Atchison, Nicholas Johnson, Monica

Community Education, Saddleback College

Clelland, Patrick Hencotin, Todd Roelen, Troy Sakamoto, Luke
Sullens, Sean Teichman, Dustin

Counseling Services and Special Services, Saddleback College

Bezer, Mishael Covington, Samantha Joubert-Greene, Paula Lieberman, Mona
Robinson, Moses

Fine Arts and Media Technology, Saddleback College

Adams, Eric Baird, Katelynn Baker, Heather Baker, Renee
Balla, Tionna Berkson, Brianna Berkson, Nancy Brown, Allison
Burns, Scott Donaldson, Diana Fredette, Lisa Fredette, Sydney
Gorman, Amy Hoole, Donna Hukic, Brandie Johnson, Jenny
Koontz, Donna Lee, Alexandra Lee, Cyndi Lewis, Terry
Minaya, Marco Novak, Jacqueline Rakowitz, Stephanie

KSBR, Fine Arts and Media Technology, Saddleback College

Aaron, Blake Anderson, Tina Bennett, Kelly Bergeson, Gary
Boyer, Gary Buchanan, Jeremy DeLadurantey, Joe Edmonds, Annette
Eldred, Sean Flournoy, DeAnna Flournoy, Ryan Goodman, Bob
Lewis, Alfreda Lewis, Linda Marquez, Brooke Melvin, Kevin
Milligan, Jeff Minter, Thomas Mooring, Donald Naimo, Jack
Olin, Jay Otto, Jim Philips, Derrick Poizner, Michael
Pollock, Norm Porter, Laurie Shab, Donald Shea, Devin
Stewart, Christopher Stokesberry, Ken Thornton, Donna Jo Weaver, Wynn
Weir, Sara Zimbalist, Jacqueline

G. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the **2011/2012** and **2012/2013** academic year.

Fine Arts, Irvine Valley College

Beroiz, Christopher

CalWORKS, School of Guidance and Counseling, Irvine Valley College

Esperance, Mapendo Knori, Salina Quintero, Anabel Valadez, Monique

School of Guidance and Counseling, Irvine Valley College

Bridenbaker, Mark House, Serie Pickens, Lachelle Stone, Donna

Health Sciences and Nursing Department, Saddleback College

| | | | |
|------------------------|------------------|----------------------|----------------------|
| Anderson-Tilden Andrea | Bell, Catherine | Brower, Barbi | Chancellor, Gertrude |
| DeLuca, Erin | Ebol, Anne | Girdley, Brice | Kelsey, Marlana |
| Kerr, Holly | Koontz, Donna | Lodman-Slater, Julia | Long, Kathryn |
| Mervis, Shania | Nadel, Samantha | Novak, Jacqueline | Plummer, Summer |
| Rakowitz, Stephanie | Sanchez, Chantal | Table, Tiffany | Tilden, Andrea |
| Tobias, Allana | Vecker, Teresa | Walker, Brian | Wallace, Chelsae |
| Whittiker, Asta | Woody, Tara | Yung, Rachel | |

Kinesiology, Physical Education and Athletics, Saddleback College

Abe, Robert Holt, Larry Padian, Michael

Kinesiology, Health and Athletics, Irvine Valley College

Kimm, Edward

School of Library Services, Irvine Valley College

Afzal, Ahsan Aynie, Armin Dangat, Arya Kilic, Nehir Sevil

School of Life Sciences and Technologies, Irvine Valley College

Forde, Johnathan

Social and Behavioral Science, Irvine Valley College

Wagner, Tamara

ATTACHMENT 1

South Orange County Community College District

CONSTRUCTION MANAGER (Classified Management) – ID # - Integrated Administrator/Manager
Salary Schedule Range 16

DEFINITION

To assist the Director of Facilities Planning by planning, developing and delivering facilities improvements as assigned, including programs, supporting documentation, budgets and schedules; Provide technical direction to projects including prepare and administer contracts for project consultants and contractors from programming to close out; attend/facilitate project meetings, provide support to College building committees; coordinate project requirements and schedules and provide project status reports including assistance by the project architects, consultants and contractors when appropriate. Provide website input.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision of assigned duties from the Director of Facilities Planning, who may or may not work in proximity, or designee of the Chancellor.

Exercises functional and technical supervision over consultants and contractors as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Serve as district administrator of facilities improvement projects. Plan, coordinate and oversee the selection of architects and other consultants, development of plans and specifications and for all assigned facilities improvements, including coordination with district, college and representatives of local, county, state and federal agencies.

Prepare recommendations and justifications regarding facilities improvement budget requests and request authorization for expenditures according to district policies and applicable regulations; and ensure the timely and accurate preparation, review and administration of assigned facilities improvements.

Provide on-going management of capital improvement projects. Monitor document status for all assigned projects including for example submittals, requests for information, field clarifications, change orders, schedules, pay requests and as built documentation.

Participate in district/college committees with regard to facilities/capital improvement/maintenance coordination issues.

Comply with competitive bidding requirements; obtain the highest quality products and services available at competitive pricing; coordinate advertising and bidding procedures; prequalification of building contractors, prepare bid documents; approve bid alternates and addenda; conduct pre-bid conference and facilitate requests for information; solicit and analyze bids; coordinate and review final construction contract documents and final plan changes prior to bidding; negotiate as appropriate with vendors, obtain contractors for recommendation of bid award.

South Orange County Community College District
Page 2 - Construction Manager

EXAMPLES OF DUTIES

Assist in developing and administering project budgets, schedules, status reports and claims; create, process and monitor design and construction project purchase orders through close out; approve expenditures including change orders to ensure construction of new facilities in accordance to plans and specifications within the approved scope, budget and time frame. Prepare all project related agenda items for review by Director of Facilities Planning for recommendation of approval by Board of Trustees.

Procure service, and recommend contracts, manage and coordinate information for construction inspectors, soils engineer, material testing lab, hazardous materials consultant and other technical services consultants; represent the district in the administration of contracts; work with architects, inspectors, consultants and contractors to complete projects; obtain reports including surveys and soils tests required by architects and engineers.

Monitor and evaluate project design and construction operations and activities and take corrective actions as necessary; evaluate work products and results of supervised consultants and contractors; assess problem projects for recommendation to Director of Facilities Planning for surety involvement, monitor and notify in a timely fashion when necessary; log and track preliminary and stop notices for review during payment. Coordinate and administer warranty related issues and solutions.

Coordinate installation of project utility company services including electrical, gas, potable and recycled water; coordinate keying and implementation of telecommunication requirements and equipment; assist with procurement and installation of furniture; obtain local agency approvals including any necessary operating permits; assist with move-in of new facility.

Administer closeout of projects including punch list, submittals, training of maintenance and operations personnel, filing of Notice of Completion, and Division of the State Architect close out; and approval of final payment and release of retention monies.

Meet regularly with the Director of Facilities Planning and provide technical expertise information and assistance regarding assigned functions and district planning; assist in the formulation and development of policies, procedures and programs; support Director of Facilities Planning with interface of public agencies, such as , the Division of the State Architect and other city and county representatives, including the fire marshal, health department and environmental agencies as required.

Communicate with other facilities planning and purchasing personnel, District and college personnel and others to coordinate program and activities.

Enter data related to capital improvement projects into the computer using specified applications.

Ensure that work related to facilities planning is performed in compliance with District policies as well as local, State and federal legal requirements; and review and certify the accuracy of data concerning assigned projects.

Ensure the timely and accurate processing and maintenance of records, reports and files related to assigned facilities planning and construction projects, including drawing files of buildings, floor plans and campus site plans to maintain documentation of existing District and college facilities.

South Orange County Community College District
Page 3 - Construction Manager

EXAMPLES OF DUTIES

Maintain current knowledge and information regarding new or revised building codes, public contracting laws, state agencies regulations, federal regulations, district policy, building and construction technologies, green technologies, energy standards, scheduling technologies, materials of construction, inspection requirements, material testing requirements and protocols, hazardous materials and remediation requirements, fair market pricing structures, labor compliance and other legal requirements.

Respond to Union and contract compliance issues. Respond to public records act requests.

Perform related duties as assigned.

QUALIFICATIONS.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Bachelor's degree from an accredited college or university with major course work in civil engineering, architecture or related field, and course work in public or business administration or related field; and

Experience:

At least five years of increasingly responsible professional construction management, architecture or engineering experience, involving the design and construction of public or commercial facilities, and at least three years of increasingly responsible experience in purchasing and materials management work, including supervisory or lead responsibility in either position and familiarity in administering and monitoring construction contracts that require contractors to work in compliance with complex legal requirements.

Licenses and other Certification:

Valid California driver's license

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Building and building systems design and construction including civil, structural, mechanical, plumbing, electrical, finishes and landscaping.

Building codes including but not limited to the CBC and other related codes and laws.

Computer systems and software applications related to area of assignment, including a working knowledge of software, i.e. Computer Aided Design (CAD) or Building Information Modeling (BIM) for preparation of architectural drawings.

Contents of construction contracts.

Contract administration.

Design and construction processes required by local, State and federal codes, including Title 21 – Public Works and Title 24 – Building Code.

Interpersonal skills including tact, patience and diplomacy.

Methods, practices and procedures of governmental purchasing including contract and bid procedures.

Modern office practices, procedures, methods, and equipment.

Negotiating skills.

Oral and written communication skills.

Organizational and management practices as applied to analysis and evaluation of facilities planning.

South Orange County Community College District
Page 4 - Construction Manager

Knowledge of:

- Principles and practices of planning and specification preparation.
- Principles and practices of project budget preparation and management
- Principles and practices of training and work direction.
- Principles of building design and construction practices.
- Principles of cost benefit analysis and cost accounting.

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Assist in forecasting current and future needs and costs affecting the District's facilities and furnishings.
- Collect, compile and analyze data.
- Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
- Communicate effectively with various on and off campus groups and agencies.
- Develop, prepare and administer project budgets.
- Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
- Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
- Exercise initiative and work independently with minimum administrative direction.
- Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
- Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.
- Learn District and College organization, operations and objectives.
- Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment, including CAD.
- Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
- Plan and organize work.
- Plan, organize and coordinate assigned activities in a manner conducive to full performance and high morale.
- Plan, organize, coordinate, direct and control capital improvements project teams and outcomes.
- Plan, organize, coordinate, manage and expedite construction projects.
- Prepare oral and written reports and recommendations.
- Read, interpret, evaluate and interrelate technical drawings, plans and specifications.
- Recognize and correct ambiguities and mistakes to construction documents and other projects related documents.
- Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.
- Train and provide lead work direction to others as assigned.
- Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

South Orange County Community College District
Page 5 - Construction Manager

Work Environment

Standard office/field setting. Certain duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also monitors and inspects facilities and construction sites and is subject to uneven circulation paths, contact with others, frequent interruptions, noise from talking or office equipment and demanding legal issues and timelines. At least minimal environmental controls to assure health and comfort. Must use/wear safety equipment, such as hard hat, boots, construction vest and eye protection while visiting construction sites.

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to inspect facilities, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or other office machines; reaches with hands and arms, stoops, kneels or crouches to inspect construction sites; walks over uneven surfaces and through construction environments at various levels of completion; speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Finalized by Marlys Grodt and Associates, June, 2012

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: California School Employee Association Master Agreement
ACTION: Approval

BACKGROUND

The prior collective bargaining agreement between South Orange County Community College District (District) and the California School Employee Association Chapter 586 (CSEA) expired June 30, 2011. District and CSEA have agreed to work under conditions of the previous agreement from July 1, 2011 through June 30, 2012. The District and CSEA negotiators have reached a tentative agreement for the period of July 1, 2012 through June 30, 2015. CSEA members completed a ratification election to approve the tentative.

STATUS

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The estimated costs of the tentative agreement with CSEA for the three-year period, as displayed in Exhibit A, are estimated to be \$1,198,258.00, including benefits. A final copy of the Tentative Agreement is attached as Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the CSEA Tentative Agreement (Exhibit B) for the term July 1, 2012 to June 30, 2015, as presented in Exhibit B, and authorize the Chancellor to execute the agreement with estimated costs of \$1,198,258.00 for the three-year period.

CSEA Negotiations Costing 4/30/2012

- Cost of increasing CSEA salaries 1.2% in year 1 and State COLA Years 2 & 3:
- Cost of Dental benefits: additional cleaning and dental implants

| | | Annual Cost | | | Cumulative Cost | | | Total Cost |
|---|---------------|---------------|------------|------------|-----------------|-----------------|-----------------|-----------------|
| | | 2012-13 | 2013-14 | 2014-15 | 2012-13 | 2013-14 | 2014-15 | 3 Year |
| 2011-12 Salaries | | 1.2% Increase | State COLA | State COLA | Cumulative Cost | Cumulative Cost | Cumulative Cost | Cumulative Cost |
| Annual Salary Increase | \$ 24,440,904 | \$ 293,291 | \$ - | \$ - | \$ 293,291 | \$ 293,291 | \$ 293,291 | \$ 879,873 |
| 21.47% Benefits | 5,247,462 | 62,970 | - | - | 62,970 | 62,970 | 62,970 | 188,909 |
| Salary & Benefits Increase | \$ 29,688,366 | \$ 356,260 | \$ - | \$ - | \$ 356,260 | \$ 356,260 | \$ 356,260 | \$ 1,068,781 |
| Percent Increase | | 1.2% | 0.0% | 0.0% | 1.2% | 1.2% | 1.2% | 3.6% |
| Dental DPPO Plan Option 3: Additional cleaning per year and add dental implants | | \$ 43,159 | \$ - | \$ - | \$ 43,159 | \$ 43,159 | \$ 43,159 | \$ 129,477 |
| Salary/Benefits and Dental Options Total Cost | | \$ 399,419 | \$ - | \$ - | \$ 399,419 | \$ 399,419 | \$ 399,419 | \$ 1,198,258 |

***SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT***



**CSEA CONTRACT
July 1, 2012 – June 30, 2015**

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PREAMBLE

This Agreement is made and entered into this ___ day of ___, 2012 by and between the South Orange County Community College District, hereinafter referred to as District and South Orange County Community College Chapter 586, an affiliate of the California School Employees Association, hereinafter referred to as CSEA.

The District agrees that CSEA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation.

The purpose of this Agreement is to promote the improvement of personnel management and employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment as specified in the Educational Employment Relations Act (EERA).

The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.

ARTICLE 1

RECOGNITION

- 1.1 Acknowledgement:** The District hereby acknowledges that CSEA is the exclusive bargaining unit representative for the classified employees holding those positions described in Appendix A, of this Agreement. In the event the District amends its determination of management, confidential, and supervisory employees, the District shall notify CSEA. In the event CSEA disagrees with said designations, the parties shall attempt to reach agreement. Disputed cases shall be submitted to the Public Employees Relations Board (PERB) for resolution.
- 1.2 Scope of Representation:** The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms of employment specifically stated in the Equal Employees Relations Act (EERA).
- 1.3 Bargaining Unit Description:**
- 1.3.1** Included in the CSEA bargaining unit are regular part-time and full-time classified employees as set forth in Appendix D.
- 1.3.2** Excluded from the CSEA bargaining unit are all other employees not included under Section 1.3.1 above, including but not limited to management, confidential, and supervisory employees, short-term and substitute employees as defined under Education Code Section 88003, apprentices and professional experts employed on a temporary basis for a specific project, certificated employees, police officers and safety personnel.
- 1.3.3 Substitutes:** The District may employ substitutes in a vacant position for up to 90 working days in accordance with Section 88003 of the California Education Code.

ARTICLE 2

ORGANIZATIONAL SECURITY

2.1 Check Off: CSEA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to CSEA within thirty (30) days all sums so deducted.

2.2 Dues Deduction:

2.2.1 Persons who become bargaining unit employees after the effective date of the Agreement and during the term of this Agreement shall, after being so notified by the District, have thirty (30) calendar days in which to notify the District in writing of their objections to paying a service fee to CSEA. If the objections are not declared in writing to the District within thirty (30) calendar days, then the new bargaining unit members shall be required to pay a service fee to CSEA for the duration of the Agreement. Such agency service fee may be paid by submitting a voluntary agency service fee deduction authorization form to the District, by direct annual payment to CSEA by October 1st of any school year, or by involuntary deduction from wages pursuant to Education Code Section 88167 which is the sole remedy in this Article for failure to voluntarily pay the agency service fee.

2.2.2 CSEA shall comply with the following:

2.2.2.1 Dues Year and Fiscal Year

CSEA shall notify bargaining unit members and the District of the dates of its fiscal year and its dues year.

2.2.2.2 Annual Notice to Nonmembers

Prior to the commencement of any payment of an agency service fee including involuntary payroll deduction of the agency service fee, CSEA shall mail to all nonmembers an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law.

2.2.2.3 Filing of Challenges

Nonmembers who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

2.2.3 Employees terminating employment with the District shall have the full representation fee withheld if they were on paid status for half the workdays in the month. No representation fee shall be withheld in the final month of employment if the terminating employee is on paid status fewer than half the workdays of the month. Employees laid off during the term of the Agreement shall return to the dues status that they held at the time of layoff.

ARTICLE 2

ORGANIZATIONAL SECURITY

- 2.2.4** CSEA agrees to indemnify and hold the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.
- 2.2.5** Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee may be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee. The District and CSEA shall require that proof of such payments be made on an annual basis to the District as a condition of continued exemption from the requirement of financial support to the recognized employee organization.
- 2.2.6** Any employee in the bargaining unit shall, in addition to whatever rights the employee may have not to pay a representation fee to CSEA, have the right to terminate his/her obligation to pay a representation fee to CSEA within a period of thirty (30) days from the expiration of the Collective Bargaining Agreement between the District and CSEA.
- 2.2.7** District agrees to continue dues deductions of a present employee member pursuant to the terms of the approved District form for such, provided it has been previously signed by the employee and was in the District's possession on or before the effective date of this contract.
- 2.2.8** New bargaining unit members, within sixty (60) days from the commencement of actual employment, must submit a dues or agency service fee voluntary deduction authorization form, or shall pay an amount not to exceed the amount allowed by current law directly to the CSEA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167 which is the sole remedy in the Article for failure to voluntarily pay the agency service fees. No involuntary deduction shall occur unless the requirements in Section 2.2.1 and 2.2.2 have been completed.

ARTICLE 2

ORGANIZATIONAL SECURITY

- 2.2.9** All employees who, after thirty (30) days of the execution of this Agreement, are members of CSEA, and all employees who become members after that date shall, as a condition of continued employment, maintain their membership in CSEA for the duration of the Agreement.

Any bargaining unit member who is subject to the payment of a representational membership fee shall have the right to object to any part of that fee paid by him/her (which is claimed to represent the employee's additional prorata share of expenditures) by CSEA in aid of activity or causes of a political or non-representational nature. Objections shall be made to CSEA-Executive Director, 2045 Lundy, San Jose, CA 95131.

ARTICLE 3

CSEA RIGHTS

- 3.1 CSEA Rights:** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 3.1.1** The right of access at reasonable time to employees during non-work time to areas in which employees work as specified in the EERA.
 - 3.1.2** The right to use without charge institutional bulletin boards, mailboxes, District mail systems, and other District means of communication for the posting or transmission of information or notices concerning CSEA matters in accordance with the law. E-mail transmissions shall not be used to advocate for or against political candidates or for political purposes in accordance with District Board Policy 4054 and related administrative regulations, or in furtherance of any activities prohibited by this agreement.
 - 3.1.3** The right to use, with approval, and in accordance with applicable college procedures, institutional equipment, facilities, and buildings.
 - 3.1.4** The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
 - 3.1.4.1** The right to receive, upon request, a copy of any records which are required for the use of the employee and CSEA in utilizing the grievance procedure.
 - 3.1.5** Upon request, the right to be supplied with a complete roster of bargaining unit employees.
 - 3.1.6** Upon request, the right to receive one (1) copy of any and all written reports submitted to any other governmental agency.
 - 3.1.7** Upon request, the right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
 - 3.1.8** Upon request, the right to review any other public material in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative.
 - 3.1.9** The District shall provide office space for the duration of the Agreement. CSEA shall pay for telephone service.

ARTICLE 3

CSEA RIGHTS

3.1.10 The District agrees to grant release time to each eligible delegate to the CSEA Annual Conference, and the District will continue to reimburse the actual and necessary expenses of one (1) eligible delegate to attend the CSEA Annual Conference. The District will not be responsible for expenses for the remainder of the Chapter delegates. The number of eligible delegates who will receive release time shall be in accordance with the criteria established pursuant to the CSEA State Constitution and Bylaws.

3.1.11 Effective July 1, 2009, the Chapter President and/or designee shall be granted up to sixteen (16) hours per week of release time for CSEA Chapter business, exclusive of all other release time listed under other provisions of this Agreement. This release time is to be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set.

The Chapter President will supply the manager and the Office of Human Resources with a written schedule of the hours to be used for release time within five (5) working days of taking office. The Chapter President may assign any portion of his/her hours of release time to another employee for CSEA Chapter business. Before the designee uses any release time, the designee's hours will be scheduled with the mutual agreement of the manager and the employee, and the schedule is to be reasonably set. The CSEA Chapter President will supply his/her manager, the designee's manager and the Office of Human Resources with the revised schedule.

3.1.12 Classified bargaining unit members selected for governance committee participation shall receive release time for actual service in said committee meetings for a maximum aggregate of up to ten percent (10%) of the bargaining unit member's assigned work week when committees are meeting. These employees shall provide their immediate supervisor with a written schedule of committee meetings at least five (5) workdays prior to the meeting unless an emergency committee meeting is called, in which case advance notice will be given as soon as possible. Any release time in addition to that set forth above shall require prior written approval of the College Vice President, Dean, or District Vice Chancellor, as appropriate. Such additional release time shall be approved equally for committee members designated by CSEA or by Classified Senate.

3.1.13 No Discrimination on Account of CSEA Activity: Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage in CSEA activities.

ARTICLE 3

CSEA RIGHTS

- 3.2 Restriction on District Negotiations and Agreements:** The District shall conduct no negotiations, nor enter into any agreement with any other organization on matters concerning the rights of bargaining unit employees and/or CSEA without prior notice to and approval by CSEA of the negotiations and the agreement.
- 3.2.1** In the event a shared governance committee addresses issues that fall within the scope of exclusive representation, CSEA shall select the classified bargaining unit member(s) who will serve on the committee.
- 3.2.1.2** When a college or District task force, committee or other governance group is used to consult with the staff regarding issues within the scope of representation, the exclusive representative shall appoint the classified bargaining unit representative. In the event a district-wide or college-wide committee is established on which classified employees are to serve and CSEA believes the committee is a governance committee to which CSEA believes it is entitled to appoint a classified bargaining unit representative, the CSEA President and the Vice Chancellor of Human Resources & Employer/Employee Relations or designee shall discuss and attempt to resolve the matter.
- 3.2.1.3** Committees may discuss subject matter that is outside the scope of exclusive representation. With respect to subject matter outside the scope of exclusive representation, the committee is free to make recommendations and/or decisions pursuant to the provisions of AB 1725. Items that fall within CSEA's scope of exclusive representation and change existing working conditions shall not be the subject of committee recommendations and decisions; however, it is expressly understood that such items shall be promptly referred to the District and CSEA for negotiations.
- 3.2.2** CSEA shall have the right to assign one-half (1/2) of the classified bargaining unit members on each of the designated classified staff development committees.
- 3.3 Distribution of Contract:** Within forty-five (45) calendar days after the execution of this contract, and/or reopener agreements, the District shall post the CSEA contract on the District website. Bargaining unit members are free to print copies from the District website.
- 3.4 Elimination of a Position or Class of Positions:** If the District proposes to eliminate a position or class of positions, it shall notify CSEA in writing and the parties shall meet and discuss the proposal.

ARTICLE 3

CSEA RIGHTS

- 3.5 Student Workers:** The parties recognize the right of the District to utilize student workers pursuant to Education Code Section 88003. Employment of either full time or part time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services. Displacement of bargaining unit members under this Section means layoff or reduction in hours of a bargaining unit member or employment of a student worker in lieu of employment of a permanent bargaining unit member. The District shall provide CSEA, upon request, a list of all individuals employed as Specialist Aides detailing the nature of the assignment.
- 3.6 CSEA Schedule of In-Service Meetings:** CSEA shall have the right to hold one In-Service meeting per month on each campus for bargaining unit employees. Meetings will be scheduled in advance and CSEA shall advise the District in advance of those meetings. With approval from the immediate supervisor, bargaining unit employees shall be given ninety (90) minutes of release time to attend the meeting on their own campus.
- 3.7 Job Stewards:** The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among employees in the unit. CSEA may select Job Stewards for the purpose of representing bargaining unit members in resolving employment issues at the lowest level of supervision. Job Stewards shall have authority on behalf of CSEA to assist in investigation, preparation, writing and presentation of grievances consistent with Article 14 (Grievance Procedure). In furtherance of these activities, Job Stewards may confer with CSEA Officers and/or CSEA staff personnel.
- 3.7.1** At the beginning of each school year, CSEA shall provide the District Human Resources Office with a list of CSEA Job Stewards. Notice of any changes to the list during the school year shall be provided by CSEA to the District Human Resources Office within five (5) working days of such change.
- 3.8 Duties and Responsibilities of Job Steward:** The grievant shall have the right to have his/her authorized CSEA Job Steward present at any step of the grievance procedure. The following shall be understood to constitute the duties and responsibilities of a Job Steward.
- 3.8.1** After notifying his/her immediate Supervisor, a Job Steward may assist in investigation, preparation, writing, and presentation of grievances. The Job Steward shall advise the Supervisor of the grievant of his/her presence. The Job Steward is permitted to discuss any problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 Management Rights and Responsibilities:** The District hereby retains and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of California, including, but not limited to, the foregoing rights to:
- 4.1.1** Establish the management organization; and administratively control and govern the District, its properties and facilities and the activities of its employees.
 - 4.1.2** Direct the work of its employees; determine the time and hours of operation; and determine the kinds and levels of services to be provided and the methods and means of providing those service including entering into contracts with private vendors for service as provided under the laws of the State of California.
 - 4.1.3** Hire all employees and determine their qualifications and the condition of their continued employment; discipline, dismiss, demote, promote, assign and transfer employees, except where such action would be in direct conflict with provisions set forth in this Agreement; contract out services or assign work outside of the bargaining unit subject to the limitations required in the Education Code and Public Contracts Code.
 - 4.1.4** Establish educational policies, goals, and objectives based on the District's mission; ensure the rights and educational opportunities of students; determine staffing patterns, and determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
 - 4.1.5** Build, move or modify facilities; establish budget procedures; determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 4.2 Exercise of Rights and Responsibilities:** The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States. The District reserves the right to take any reasonable necessary action in the event of an emergency, which is defined as a situation or occurrence of a serious nature which develops suddenly or unexpectedly and results in a temporary change in circumstances and demands immediate action.

ARTICLE 5

EVALUATIONS

- 5.1** Each permanent employee shall receive a written evaluation at least once every two years. New employees shall be on probation for twelve working months. Probationary employees shall be evaluated once during the initial six months of employment, and again prior to the end of the probationary period.
- 5.2** No evaluation of any employee shall be placed in the personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon the direct observation and knowledge of the evaluator or substantiated third-party information. Any negative evaluation shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. The employee shall have the right to review and respond to all evaluations received within thirty (30) calendar days. The evaluation form will be posted on the District intranet.
- 5.2.1** An employee's performance evaluation shall not be discussed with other bargaining unit members or student help unless authorized by the employee.
- 5.2.2** Bargaining unit members shall not be required to attend or participate in another bargaining unit member's performance evaluation review conference unless serving in a CSEA representative capacity. Bargaining unit members shall be entitled to CSEA representation to the extent provided by law. Not more than two representatives of the employee and the District may attend the performance evaluation conference.
- 5.2.3** Attachments to the Employee's Performance Evaluation Review must relate to the rating area.
- 5.2.4** The Office of Human Resources shall provide any unit member who submits a written request a copy of their last evaluation on file with the Office of Human Resources.
- 5.3** **Probationary Period Upon Promotion:** Employees will be required to serve a new probationary period of six (6) months each time the employee receives a promotion, a transfer with a classification change, medical transfer, or Americans with Disabilities Act ("ADA") transfer. During such period, the work performance of the employee shall be evaluated by the immediate supervisor following the employee's completion of three (3) months and five (5) months of employment in the new position.

ARTICLE 5
EVALUATIONS

Probation Requirement

| | <u>NO</u> | <u>YES</u> |
|---|-----------|------------|
| No classification change | X | |
| Promotion | | X |
| Reclassification | X | |
| Reassignment within the same classification | X | |
| Reallocation | X | |
| Transfer of same position: | | |
| To another operating unit | X | |
| Within operating unit | X | |
| Transfer with classification change | | X |
| Voluntary demotion other than layoff: | | |
| Into classification previously held or substantially similar classification | X | |
| Into classification not previously held or not substantially similar classification | | X |
| Medical or ADA Transfer | | X |

ARTICLE 6

PERSONNEL FILE

- 6.1** Upon request, employees shall have the right to inspect all materials not specifically excluded by law. Such inspection shall be made at a time when the employee is not actually required to render services to the District.
- 6.2** No derogatory information and/or materials, shall be entered or filed in the employee's personnel file unless the employee is given a copy of the document and five (5) workdays to review the contents. An employee shall have the right to respond in writing, and the written response shall be included in the employee's personnel file. Such review shall take place during the normal business hours and the employee shall be released from duty with pay for this purpose with no loss in salary.
- 6.3** The provisions contained herein shall be construed to be clarification of Education Code Section 87031.
- 6.4** Letters or memoranda of commendation to the supervisor or employee shall be shared with the other person. Such documents shall be placed in the personnel file upon the request of the employee.

ARTICLE 7

HOURS AND OVERTIME

7.1 Workweek:

7.1.1 Normal Workweek: The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week in accordance with Education Code Section 88030. This article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

7.1.2 Four-Day, Forty-Hour Workweek (4-10 Schedule): Upon mutual agreement between CSEA and the District, employees may be placed on a four-day, forty-hour workweek consisting of four ten-hour shifts served on four (4) consecutive days, excluding weekends. Such assignment shall be given with twenty (20) days advance notice. Less notice may be given if mutually agreeable. Such employees may be taken off this schedule and returned to the regular eight-hour workday upon mutual agreement between the District and CSEA. Rest periods for these "4-10" employees shall be twenty (20) minutes long. They shall receive holiday time equivalent to other full-time employees. If a holiday mentioned in Article 10 falls on their day off, they shall receive eight (8) hours compensatory time off with pay. If any such holiday falls on their regularly scheduled workday, they shall receive the day off with pay, or be compensated at the rate appropriate to any other regular employee, but shall have their accumulated holiday compensatory time reduced by two (2) hours.

7.1.3 Upon prior mutual written agreement between the District and CSEA, during District designated summer time, unit members may be placed on a four-day, forty-hour workweek consisting of four (4) ten-hour shifts served on four (4) consecutive days, excluding weekends.

7.1.4 Alternative Work Schedule: Upon mutual agreement between the unit member and the unit member's supervisor and/or manager, and with the approval of the college President, a unit member may be placed on an alternative work schedule. An alternative work schedule is defined as a 4/10, 9/80 or 36/4 work schedule. The alternate work schedule may be modified or eliminated by the unit member's supervisor and/or manager with twenty (20) day prior notice.

7.2 Workday: The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

ARTICLE 7

HOURS AND OVERTIME

7.3 Adjustment of Assigned Time:

7.3.1 Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours effective with the next pay period.

7.3.1.1 With the written mutual consent of CSEA and the unit member, a waiver shall be granted to allow the District to offer additional hours on a temporary basis to existing part-time unit members without establishing a right to a permanent increase in assigned time.

7.3.2 The District shall give twenty (20) working days notice to affected employees before permanently altering their shift assignment or days off. By mutual agreement, notice time can be less than twenty (20) days.

7.4 Increase in Hours: When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to all of the employees in the appropriate class on a reasonable basis within the affected operating unit as determined by the District.

7.5 Meal Period:

7.5.1 An employee working five (5) or more consecutive hours per day shall be entitled to a duty-free, non-paid, meal period for a minimum of thirty (30) minutes per day. The employee shall be advised by the supervisor of the scheduled meal period. Employees are relieved from duty during their meal period, and may leave the work location. Employees must be prepared to resume work promptly at the end of their scheduled meal period. Employees working less than five (5) consecutive hours are not entitled to a meal period.

7.5.2 An employee required to work during his/her scheduled meal period who is not afforded an alternate meal period shall receive pay at the rate of time and one-half or compensatory time off for all time worked during the normal meal period. This Section shall not apply to employees working less than five (5) consecutive hours per day.

ARTICLE 7

HOURS AND OVERTIME

7.6 Rest Periods:

7.6.1 An employee working seven (7) or more consecutive hours per day shall be granted two (2) fifteen (15) minute rest periods which, insofar as practicable, shall be scheduled by the employee's supervisor in the middle of each four (4) hour work period. An employee working between three and one-half (3-1/2) to seven (7) hours shall be granted one (1) fifteen (15) minute rest period which shall be scheduled by the employee's supervisor. Authorized rest periods shall be counted as hours worked for which there shall be no deduction from wages. Rest periods, if not used, cannot be accumulated for credit.

7.6.2 Specified periods must be designated when the operations of the District require someone to be present at the employee's work site at all times; such time shall be designated by the supervisor.

7.6.3 Eight (8) hour employees who receive a shift differential premium shall be entitled to combine their two (2) fifteen (15) minute rest periods for a total of thirty minutes to be scheduled at the mutual convenience of the employees and supervisors.

7.6.4 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

7.7 Voting Time-Off: If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state or local election in which the employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

7.8 Overtime and Compensatory Time Off: The selection of paid overtime or compensatory time shall be determined by the supervisor subject to the provisions of this Article. No overtime may be worked without the prior approval of the supervisor.

7.8.1 Overtime: Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

7.8.1.1 Permanent unit members shall be given first opportunity for overtime if determined qualified for the assignment by the District unless, in the supervisor's judgment, a non-bargaining unit member has special knowledge and/or skill relating to a project which requires that employee continue with the project.

ARTICLE 7

HOURS AND OVERTIME

- 7.8.2** An employee in the bargaining unit may be granted compensatory time off in lieu of cash compensation for overtime work. Compensatory time off shall be granted at one and one-half times the regular rate of pay.
- 7.8.2.1** Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned.
- 7.8.2.2** The amount of time which an employee may accumulate as compensatory time shall be limited to a maximum of 40 hours on the books at any time. Time beyond this amount shall be paid as paid overtime.
- 7.8.3** All hours worked beyond the workweek of five (5) days or forty (40) hours per week shall be compensated at the overtime rate commencing on the sixth (6th) day of work in that week.
- 7.8.4** All hours worked on holidays shall be paid at the regular rate of pay in addition to one-and one-half (1.5) times the regular rate of pay.

7.9 Shift Differential-Compensation:

- 7.9.1** Any full-time employee in the bargaining unit whose assigned work shift commences between 11 a.m. and 9 p.m. inclusive shall be paid a shift differential premium of five (5) percent above the regular rate of pay for all hours worked.

Any full-time employee in the bargaining unit whose assigned work shift commences between 9 p.m. and 4 a.m. inclusive shall be paid a shift differential premium of seven and one-half (7.5) percent above the regular rate of pay for all hours worked.

Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between 5:00 p.m. and midnight shall be paid a shift differential premium of five (5) percent above the regular rate of pay. This is effective July 1, 2009.

Any part-time unit member who has forty (40) percent or more of his/her regular assigned work shift between midnight and 8:00 a.m. shall be paid a shift differential premium of seven and one half (7.5) percent above the regular rate of pay. This is effective July 1, 2009.

- 7.9.2** An employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned temporarily to a day shift of twenty (20) days or less.

ARTICLE 7

HOURS AND OVERTIME

7.10 Overtime Distribution:

7.10.1 Every attempt shall be made to avoid distributing overtime repeatedly to the same bargaining unit member.

7.10.2 In the event the overtime requires special skills, those special skills will be carefully considered in distributing overtime.

7.11 Call-In Time: Any employee called in to work on a day when the employee is not scheduled to work or after completion of his/her regular assignment shall receive a minimum of four (4) hours pay. Unit members on Call-In time which is completed remotely (from home or other location) shall receive a minimum of two (2) hours pay.

7.12 On-Call Time: A supervisor may assign an employee "On-Call Time" where the employee is available for a time when the site is closed for the weekend, holiday or other time when work is not regularly scheduled, and the employee shall receive two hours pay per day. At such time, the employee must be prepared to report for work (no work-inhibiting beverages or other potential impairments to hinder working ability) within one-half hour. On-Call Time shall be rotated as reasonably and equally as possible among all qualified unit members as determined by the District.

7.13 Right of Refusal: Any employee shall have the right to reject any offer or request for overtime, call back, Call-In Time or On-Call Time. If everyone in the department refuses the request, the overtime shall be assigned by the supervisor as equally as is practicable within each department, and the overtime shall be accepted by the employee.

ARTICLE 8

PAY AND ALLOWANCES

- 8.1 Regular Rate of Pay:** The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendices A-C, which is attached hereto and, by reference, incorporated as a part of this Agreement. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this Agreement.
- 8.1.1 Bilingual Stipend:** Unit members who are directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of their assignment shall be provided a stipend of 2.0% of base salary. The District shall require testing of bilingual ability prior to authorization of the initial additional compensation.
- 8.2 Paychecks:** All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.
- 8.3 Paycheck Frequency:** All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there is a change in County procedures, issuance of paychecks will be in accordance with new procedures.
- 8.4 Payroll Errors:** Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. The purpose of the calculation adjustment is to assure that the employee is not overpaid, and any part of the calculation adjustment not eventually required for this purpose shall be promptly paid to the employee. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.
- 8.5 Lost Checks:** Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Fiscal Services will consider lost checks as a major priority and will act with as much speed as possible.

ARTICLE 8

PAY AND ALLOWANCES

8.6 Pay Increases:

8.6.1 2012/2013

Effective beginning the 2012/2013 fiscal year, the Classified Salary Schedule will be increased by 1.2%.

8.6.2 2013/2015

For each fiscal year during the period of July 1, 2013 through June 30, 2015, the Classified Salary Schedule will reflect an increase equivalent to the State of California funded COLA for the community college SB361 funding over the salary schedule of the previous year. Should any agreement with any other employee interest group exceed the salary provisions of this agreement, the difference in remuneration shall be provided to classified employees on an equal percentage basis.

8.7 Change in Range Assignments:

8.7.1 Promotion - Any employee receiving a promotion shall receive a salary increase of at least five (5.0) percent. However, when the assignment results in a one range increase the employee shall receive an adjustment of at least 2-1/2 percent.

8.7.2 Temporary Assignment: When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a step that is at least a 5% salary increase. However, when the out of classification assignment results in only a one range increase the employee shall receive an adjustment of at least 2-1/2 percent.

8.8 Mileage: Any employee in the bargaining unit using his/her private vehicle on authorized District business shall be reimbursed at the rate of the current IRS allowance, to be revised at the beginning of each calendar year. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

8.9 Meals and/or Lodging: Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed for expenses as required under District Administrative Regulations.

ARTICLE 8

PAY AND ALLOWANCES

8.10 Longevity: The District agrees to additionally compensate long service employees as specified below:

| | | | |
|-----|--------------------------|----|------------------|
| 2% | increase in salary after | 5 | years of service |
| 3% | increase in salary after | 6 | years of service |
| 4% | increase in salary after | 7 | years of service |
| 5% | increase in salary after | 8 | years of service |
| 6% | increase in salary after | 9 | years of service |
| 7% | increase in salary after | 10 | years of service |
| 8% | increase in salary after | 11 | years of service |
| 9% | increase in salary after | 12 | years of service |
| 10% | increase in salary after | 13 | years of service |
| 11% | increase in salary after | 14 | years of service |
| 12% | increase in salary after | 15 | years of service |
| 13% | increase in salary after | 16 | years of service |
| 14% | increase in salary after | 17 | years of service |
| 15% | increase in salary after | 18 | years of service |
| 16% | increase in salary after | 19 | years of service |
| 17% | increase in salary after | 20 | years of service |
| 18% | increase in salary after | 21 | years of service |
| 19% | increase in salary after | 22 | years of service |
| 20% | increase in salary after | 23 | years of service |
| 21% | increase in salary after | 24 | years of service |
| 22% | increase in salary after | 25 | years of service |

8.10.1 The provisions of Article 8.10 will be discontinued for all classified bargaining unit members hired after October 1, 1998. An employee working for the District, but not included in a classified bargaining unit position, will not be eligible for the provisions of Article 8.10.

8.11 Step Increments: The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

8.12 Salary Placement: New employees will be placed on the first step of the range to which they are appointed. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).

8.13 Distribution of Job Information: Upon initial employment bargaining unit members shall receive a copy of his/her applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

ARTICLE 8

PAY AND ALLOWANCES

- 8.14 Parking:** Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each classified employee. They may purchase a staff parking permit in accordance with BP-3450 to utilize these areas.
- 8.14.1** Two (2) annual parking passes will be provided for designated CSEA Representatives.
- 8.15 New Classifications:** The District shall submit newly created classifications to a mutually agreed upon classification consultant. The consultant's recommendation shall be subject to negotiations. The range allocation for the new classification shall be effective when established by the Board of Trustees.
- 8.16 Human Resources Review of Existing Positions:** The Office of Human Resources may initiate a review by a mutually agreed upon classification consultant of classifications which have fundamentally changed due to an accretion or reduction of ongoing responsibilities which extend outside the unit member's job classification. The consultant's recommendation shall be subject to negotiations.
- 8.17 Salary Review:** The District shall conduct a market based salary survey by a mutually agreeable classification consultant to be conducted in February of every third year, beginning in 2008. The study shall evaluate the relative position of salaries paid to benchmark classifications in relationship to other employers. When performing the labor market study, the consultant shall survey the three other Orange County Community College Districts, major Orange County Private and Public employers, and other California multi-college districts of similar size. The results of the study shall be submitted to the District and CSEA for negotiations.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

- 9.1 District Contribution:** Effective July 1, 2012, the District shall provide up to a maximum contribution equivalent to the rates for the Blue Shield PPO effective in October 2012 for the 2012-2013 plan year for District medical insurance for benefit eligible bargaining unit members and their eligible dependents. For each succeeding fiscal year, the District shall raise its annual maximum contribution by up to 10% over the previous year's District contribution. Any premium increase above 10% over the previous year's District maximum contribution shall be paid by active employees through payroll deduction, provided however that the District contribution shall not drop below the annual cost of the lesser of the HMO or PPO composite rate plan premium.
- 9.2 District Health Plans:** Effective July 1, 2012, or as soon as implementation can be completed, the benefits provided under Article 9.1 above shall be as follows:
- (a) Medical Insurance:**
 - i. PPO Plan: SISC Blue Shield
 - ii. HMO Plan: Blue Shield
 - (b) Dental Insurance:** Delta Dental Enhanced Preferred Plan effective October 1, 2012.
 - (c) Vision Insurance:** Vision Service Plan
 - (d) Long Term Disability:** Prudential
 - (e) Life Insurance:** Prudential
 - (f) Legal Assistance Program:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.
 - (g) Long Term Care Insurance:** For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.
- 9.2.1** The District shall pay one hundred percent of the premium for vision, dental, long term disability, legal and life insurance as specified in Article 9.2 for employees and their eligible dependents.
- 9.3 Eligibility:** Bargaining unit members who work at least seventy-five (75%) of a full time assignment shall be covered under the programs provided in accordance with Section 9.1 above. Bargaining unit members shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

9.4 Benefits Administration: CSEA shall have the right to appoint at least one (1) representative to the District-wide committee formed for the purpose of researching and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained. In the event that the carrier makes a unilateral change to the benefits over which District has no control, the District shall inform the Union. In these circumstances, the District shall not be held financially or otherwise responsible for the change. The Union may reopen negotiations for the limited purpose of bargaining the impact of the change on their members.

9.5 Retiree Benefits: Effective July 1, 2008, bargaining unit members who retire from the District at sixty (60) years of age or older who have been employed in the District for at least ten (10) consecutive years, during which they were health benefit eligible under the terms of this Agreement immediately prior to retirement, shall receive the same District contribution as provided active bargaining unit members under Article 9.1 above, toward health benefits specified under Article 9.2 above, excluding long term disability and life insurance, the legal assistance program and long term care insurance, until age 65 or until the bargaining unit member becomes eligible for Medicare, whichever is sooner. Any premium increase above the District contribution under Article 9.1 above shall be paid by personal check by the retiree in advance for the month of coverage.

9.5.1 Medicare Eligibility and Continuation of Benefits: The District shall provide retired employees who qualify for continuation of benefits under Article 9.5 with the option to purchase at employee expense supplemental medical coverage, provided the retiree has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to the approval of the District Insurance carrier. This shall not be considered a vested right of retirees. The retiree may select from Options A, B or C subject to the conditions set forth herein.

Option A: The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15th of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

Option B: The CompanionCare/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and CSEA will meet to negotiate a similar program under a different administrator.

Option C: Blue Shield 65 Plus Medicare Advantage Plan shall be offered to retirees through an HMO in lieu of Medicare. The same conditions/stipulations apply to Option C as in Option B.

ARTICLE 9

HEALTH AND WELFARE BENEFITS

- 9.5.2** If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
- (a) The purchase of such coverage is permitted by the health carrier:
 - (b) The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - (c) The retiree pays an amount equal to the cost of the benefit eligible bargaining unit member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for an eligible bargaining unit member is \$1,000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

9.6 General Provisions: All enrollments are subject to carrier restrictions. A District approved employee assistance program may be implemented at no cost to employees.

9.7 Section 125 Flexible Benefits: The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.

9.8 Supplemental Early Retirement Program: Subject to Board approval, the District will implement a Supplemental Early Retirement Program (SERP) based upon the proposal previously discussed with PARS at the April 3, 2012 negotiation session. This proposal will provide a \$5,000.00 payment through PARS (at the discretion of the applicant) and between 50% and 70% salary payable in increments as presented by the PARS representative. This program will be open through December 31, 2012. There must be a minimum of the following levels for consideration of acceptance:

- A. 50% salary: 26 participants
- B. 60% salary: 33 participants
- C. 70% salary: 45 participants

ARTICLE 10

HOLIDAYS

10.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit 18 paid holidays including a winter recess of no fewer than 7 working days.

10.1.1 A calendar committee will be convened each year to provide a recommendation for the 18 days to be designated as paid holidays.

10.2 Additional Holidays: Every day appointed by the President of the United States or Governor of the State of California as provided for in Education Code Section 79020(c) and (d) as a public fast, Thanksgiving, or holiday, or any day declared a holiday under Education Code Section 1318 for classified or academic employees.

10.3 Holidays on Saturday or Sunday:

10.3.1 When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. Except as provided in Section 10.3.2, when a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.

10.3.2 The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

ARTICLE 11

VACATIONS

11.1 Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis – July 1 through June 30.

11.2 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Following the completion of six (6) months of service, the employee shall be entitled to use earned paid vacation.

11.3 Accumulation: Subject to Section 11.7 below, vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

11.3.1 From the first (1st) month through the fifth (5th) year of service, vacation time shall be earned and accumulated at the rate of one (1) day vacation for each month of service, not to exceed twelve (12) days per fiscal year. Following the completion for the fifth (5th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.

11.3.2 Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days vacation for each month of service not to exceed fifteen (15) days per fiscal year. Following the completion of the tenth (10th) year of service three (3) days of vacation shall be granted on a one time basis in addition to all other provisions in this Article.

11.3.3 Commencing with the eleventh (11th) year of service, vacation shall be earned and accumulated at the rate of 1.50 days of vacation for each month of service, not to exceed eighteen (18) days per fiscal year.

11.3.4 Commencing with the sixteenth (16th) year of service, twelve (12) month employees shall earn and accumulate vacation at the rate of 1.67 days of vacation for each month of service, not to exceed twenty (20) days per fiscal year.

11.3.5 Illustration:

TWELVE-MONTH EMPLOYEES

| | | | |
|--------------------|----------|----|---------------|
| 1 Month to | 5 Years | 12 | Days Vacation |
| 6 Years through | 10 Years | 15 | Days Vacation |
| 11 Years through | 15 Years | 18 | Days Vacation |
| 16 Years and after | | 20 | Days Vacation |

ARTICLE 11

VACATIONS

ELEVEN-MONTH EMPLOYEES

| | | | |
|--------------------|----------|-------|---------------|
| 1 Month to | 5 Years | 11 | Days Vacation |
| 6 Years through | 10 Years | 13.75 | Days Vacation |
| 11 Years through | 15 Years | 16.50 | Days Vacation |
| 16 Years and after | | 18.33 | Days Vacation |

TEN-MONTH EMPLOYEES

| | | | |
|--------------------|----------|-------|---------------|
| 1 Month to | 5 Years | 10 | Days Vacation |
| 6 Years through | 10 Years | 12.50 | Days Vacation |
| 11 Years through | 15 Years | 15 | Days Vacation |
| 16 Years and after | | 16.67 | Days Vacation |

- 11.4 Vacation Pay Upon Termination:** When an employee in the bargaining unit, who has completed six (6) months of service, is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination. An eligible employee who serves fifty (50) percent or more, but less than seventy-five (75) percent of a month shall be entitled to one-half (1/2) of a month's vacation allowance. An eligible employee who serves at least seventy-five (75) percent of the month shall be entitled to the full vacation allowance for the month. Carry over of earned vacation shall be in accordance with Article 11.7.
- 11.5 Vacation Postponement:** If a bargaining unit employee is unable to take his/her scheduled vacation due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year, subject to Section 11.7.
- 11.6 Vacation Scheduling:** Vacations shall be scheduled at times requested by employees subject to prior approval of the supervisor. A supervisor or designee shall act on a vacation request within a reasonable period of time. The order of approval shall be on a first-come basis. Approval of requests received on the same date for the same vacation days shall be based on a rotational list, initially ranked by hire date. Any supervisor or designee denying a vacation shall, upon the employee's request, communicate with the employee within a reasonable period of time to discuss a potential alternate mutually agreeable vacation period if available.

ARTICLE 11

VACATIONS

- 11.7 Vacation Carry-Over:** Employees may not accumulate and accrue more than one and one-half times their annual vacation accrual as of August 31. Employees' vacation balances exceeding that limit on August 31 shall not earn further vacation leave until they reduce their vacation leave balance to an amount not exceeding that limit. Employees shall receive notice of their vacation accrual by May of each year. It is the responsibility of employees to monitor their vacation accrual and to ensure that their vacation balance does not exceed the limit on August 31. If an employee is prevented by District action from taking any vacation accrued in excess of the limit, such excess shall be paid by the District. For uncommon extra-ordinary circumstances, a bargaining unit member may request consideration by the Vice Chancellor to extend vacation beyond the accrual limit.
- 11.8 Holidays:** When a holiday falls during the scheduled vacation of any bargaining unit member, such holiday shall not be deducted from the earned vacation of the bargaining unit member.
- 11.9 Interruption of Vacation:** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE 12

LEAVES

- 12.1 Bereavement Leave:** Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be granted for a period of five (5) days if travel exceeds 200 miles within the State of California, or if travel is outside the State of California, or three (3) days under all other circumstances. The immediate family is defined as parent, grandparent, or grandchild of the employee or of the spouse of the employee, and the spouse, legally designated domestic partner, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, former spouse, or any relative living in the immediate household of the employee. The Vice Chancellor of Human Resources & Employer/Employee Relations or the Executive Director of Human Resources & Employer/Employee Relations reserves the right to request verification.
- 12.1.1** Personal Necessity Leave can be used to extend bereavement leave.
- 12.2 Jury Duty:** An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received from jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty. Any day during which any employee in the bargaining unit whose regular shift commences at 11:00 a.m. or after and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay. The employee is to provide documentation of jury duty service.
- 12.3 Military Leave:** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.
- 12.4 Sick Leave:**
- 12.4.1 Leave of Absence for Illness or Injury:** An employee, employed five (5) days a week shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.
- 12.4.2** An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 12.4.3** An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days of leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this Section and Section 12.4.2 shall determine that proportion of leave of absence for illness or injury to which they are entitled.

ARTICLE 12

LEAVES

- 12.4.4** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 12.4.5** At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
- If employee resigns, retires or terminates, or upon the conclusion of employment, unaccrued sick leave which has been taken shall be reimbursed to the District by deduction from the employee's final pay check. If the final pay check is not sufficient, a repayment schedule shall be agreed to between the employee and the District.
- 12.4.6** Pregnancies and disabilities arising out of pregnancies shall be considered as an illness for the purposes of utilizing sick leave.
- 12.4.7** If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.
- 12.4.8** Any accrued sick leave credit earned by an employee but unused on the date of retirement shall be converted to retirement credit in accordance with the applicable PERS Rules and Regulations.
- 12.4.9** Catastrophic Leave: Unit members are entitled to participate in the catastrophic leave program as defined in Board Policy and Administrative Regulations. Upon request by CSEA, the District shall negotiate the effects of any change in Board Policy 4345 or Administrative Regulation 4345 on Catastrophic Leave made by the Board of Trustees (2012).
- 12.5 Entitlement to Other Sick Leave:** Each employee in the bargaining unit shall once a year be credited with a total of 100 days sick leave in addition to the sick leave provided under Section 12.4.1 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. The paid sick leave provided for under this Section shall be in addition to any other paid leave provided for in this Article and shall be used after the exhaustion of the leaves provided in Sections 12.4 and 12.5. The leave in this Section shall not be accumulative.

ARTICLE 12

LEAVES

12.6 Reemployment List: When all available paid leaves of absence have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person shall be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with seniority.

An employee who has been placed on a reemployment list, who has been medically released for return to duty, and who fails to accept the offer to return to a vacant position, shall be deemed to have resigned his/her employment.

12.7 Personal Necessity: Accumulated sick leave up to seven (7) days may be used in any school year by the employee in cases of personal necessity, including any of the following: This is effective July 1, 2009.

12.7.1 Death of a member of his/her immediate family when additional leave is required beyond that provided in Article 12, Section 12.1.

12.7.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.

12.7.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

12.7.4 Such other reasons which cannot be resolved before or after the employee's working hours, is serious in nature, cannot be disregarded, and which requires the employee's immediate attention.

12.7.5 Notification of personal necessity leave shall be made on the Classified Personnel Transaction Form at least two (2) days in advance to the employee's immediate supervisor. If two (2) days advance notice cannot be given, it shall be given as soon as possible.

12.7.6 Personal Necessity Leave shall not be used for convenience, social events, political activities, job actions, or occupational investigations except as provided in Section 17.10.2 relating to layoffs. The Vice Chancellor of Human Resources & Employer/Employee Relations or Executive Director of Human Resources & Employer/Employee Relations may require verification of Personal Necessity Leave upon suspicion of a violation of this section.

ARTICLE 12

LEAVES

- 12.8** A medical statement will be required when an employee is absent for longer than five (5) consecutive working days. The Board of Trustees designees limited to Chancellor, Vice Chancellor, or Director of Human Resources, may require verification from a physician concerning the employee's injury, accident, or illness at any time regardless of the duration of the absence.
- 12.9 Industrial Accident and Illness Leave:** In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of the State of California, employees shall be entitled to the following benefits:
- 12.9.1** An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 12.9.2** Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of the State of California, exceed the normal wage for the day.
- 12.9.3** The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the State of California at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 12.9.4** Any employee receiving benefits as a result of an industrial accident or illness shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

ARTICLE 12

LEAVES

- 12.10 Parental Leave:** An employee who is the natural or adoptive parent of a child may be entitled to an unpaid leave of absence for the purpose of rearing his/her child. A written, signed request by the employee for the leave, specifying the beginning and ending dates of the period of the leave, shall be submitted to the District not less than twenty (20) working days before the commencement date of the leave. If a change in the length of the leave becomes necessary after the date the request has been approved, the change shall only affect the date the employee intends to return to active service. A written, signed statement shall be submitted to the District not less than ten (10) working days before the date the leave is to terminate. In the event a female employee suffers a disability caused by pregnancy or child-birth at a time during which she is not on parental leave, she may submit a request for sick leave and related benefits as are allowed for other temporary disabilities. The request will be considered upon the basis of written statements contained in a supporting report signed by her physician.
- 12.11 General Leaves:** An employee shall have the right to apply for a paid or unpaid leave of absence at any time upon any terms acceptable to the District and an employee.
- 12.11.1** Any employee in the bargaining unit on general leave shall continue to receive their current medical, dental, vision, life and long-term disability insurance benefits for the first three (3) months. After this period, they shall have the option of continuing medical and/or other insurance coverage under the District's plan at their own expense.
- 12.12 Educational Leave:** Employees shall be entitled to paid time off for educational leave to take classes when their attendance at these classes is mandated by the District.
- 12.13 Convenience Leave:**
- 12.13.1** Employees in paid status throughout the fiscal year not utilizing any sick leave during the fiscal year shall be entitled to two (2) days of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.
- 12.13.2** Employees in paid status throughout the fiscal year utilizing no more than two (2) sick leave days during the fiscal year shall be entitled to one (1) day of non-cumulative paid convenience leave which must be taken by the employee in the following fiscal year.

ARTICLE 12

LEAVES

12.13.3 The convenience leave authorized by this Section shall be scheduled subject to the mutual agreement of the supervisor and the employee. Scheduling shall take into consideration other employees' leaves and vacations. Employees shall be entitled to take convenience leave pursuant to Section 12.13 during the fiscal year immediately following the fiscal year in which the convenience leave was earned. It is agreed and understood that this convenience leave does not constitute a form of salary and will not result in any monetary liability to the District or payment to the employee.

12.13.4 The use of authorized personal necessity leave taken during the fiscal year shall not disqualify employees from these provisions.

12.13.5 Convenience Leave Table:

Sick Time Used in One Year

Convenience Leave Earned
for the following Year

None

Two (2) days

Two (2) days or less

One (1) day

ARTICLE 13

TRANSFERS AND REASSIGNMENT

- 13.1 Lateral Transfer Within Current Classification:** An employee may request a lateral transfer to an open position within the employee's current permanent classification (this does not pertain to any out-of-class assignments). The open position shall be posted for ten (10) working days at appropriate work locations prior to the commencement of interviews. Eligible employees may apply for the position by filing an appropriate District application with the Office of Human Resources within the time limits specified and will be granted an interview. The District retains the right to hire the most suitable applicant for the position. All applicants shall receive written notice of the selection determination. The transfer under this Section, unless otherwise agreed, will take place within two (2) weeks of Board approval.
- 13.2 Open Position:** When a bargaining unit position has not been filled through a lateral transfer under Section 13.1, or if a vacancy has been created through a lateral transfer, then the open position shall be posted internally at appropriate work locations for not less than ten (10) working days, as well as advertised externally. Any employee in the bargaining unit may apply for the position by filing an appropriate District approved application with the Office of Human Resources within the time limits specified. All qualified bargaining unit members shall be interviewed. All bargaining unit member applicants shall receive written notice of the selection determination.
- 13.3 Notice Contents:** The vacancy announcements for purposes of Sections 13.1 and 13.2 shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned work location, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy. The vacancy announcement for lateral transfer opportunities, Section 13.1, shall also indicate that it is an internal posting only.
- 13.4 Medical Transfers:** The District shall give alternate work for which the employee is qualified when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular duties. After an employee has become medically unable to satisfactorily perform his/her regular duties, the Vice Chancellor, or his/her designee, and the employee shall meet following a request from the employee to determine whether there is work for which the employee is qualified and is physically able to perform. The alternate work may constitute promotion, demotion, or lateral transfer. It is recognized that one (1) or more meetings may need to take place. The opportunity for alternate work shall be made available for a period of up to one (1) year after the employee is medically unable to satisfactorily perform his/her regular duties. If the employee declines alternate work, the District shall have satisfied all of its obligations with regard to alternate work.

ARTICLE 13

TRANSFERS AND REASSIGNMENT

13.5 Disability Accommodations: Each request for reasonable accommodation under applicable disability statutes by a bargaining unit member shall be referred to the District and CSEA for examination on an individual basis.

13.6 District Initiated Transfer:

13.6.1 Temporary Transfer: In the event an employee is temporarily assigned to work in a work location other than the employee's normal work site for a period in excess of five (5) working days, the employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources. A temporary transfer in excess of twenty (20) working days shall be processed in accordance with Section 13.6.2.

13.6.2 District Initiated Transfer: Employees may be transferred for non-disciplinary reasons under this Article when it is in the best interest of the District. Transfer is a movement from one (1) location or operating unit to another within the South Orange County Community College District and within the employee's same classification. The District agrees that it shall seek voluntary transfers prior to requiring an involuntary transfer by posting notice for seven (7) working days on the Human Resources website. The District shall not be arbitrary, capricious, or discriminatory in the application of District initiated transfers. The District shall give twenty (20) working days notice to affected employees before initiating a District transfer. By mutual agreement between the District and the employee, notice time can be less than twenty (20) working days. The employee shall be granted, upon written request, the opportunity for a personal conference with the employee's current immediate supervisor and/or a representative from the Office of Human Resources.

13.7 Reversion Rights:

13.7.1 An employee who is promoted and fails to complete the required probationary period of six (6) months shall be returned to the classification in which the employee held permanency immediately prior to the promotion. To be eligible: 1) there must be an available, vacant position in the employee's prior classification; or 2) the employee must have greater seniority than the least senior employee serving in that classification. A position is not available and vacant when the position is not being filled due to a hiring freeze.

13.7.2 In the event the returning employee cannot displace an employee in the classification immediately held prior to promotion, the returning employee may displace the least senior employee of the next previously held classification as per Section 13.7.1.

ARTICLE 13

TRANSFERS AND REASSIGNMENT

- 13.7.3** Any employee displaced as a result of the application of this Article shall be entitled to the displacement provisions of Sections 13.7.1 and 13.7.2. It is recognized that this process of bumping may ultimately result in the layoff of an employee. Any such layoff shall be processed in accordance with the provisions of Article 17 of this Agreement.
- 13.7.4** Promoted employees who return to their former or other classifications shall be credited with the time earned in the promoted classification to the position held immediately prior to promotion.
- 13.7.5** Promoted employees who have completed the initial probationary period in any classification shall retain all rights, benefits and burdens of a permanent employee as to any classification in which permanency has been obtained.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Definitions:

- 14.1.1 Grievance – a formal written allegation by grievant aggrieved of a violation of a specific Article, Section or provision of this Agreement.
 - 14.1.1.1 “Grievance” as defined in this Agreement, shall be brought only through this procedure.
 - 14.1.1.2 Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, must be undertaken under separate processes.
- 14.1.2 Grievant – any unit employee or the exclusive bargaining representative covered by the terms of this Agreement who is aggrieved.
- 14.1.3 Day – a “day” (for purposes of this Grievance Article) any day on which the central administrative office of the District is regularly open for business.
- 14.1.4 Immediate Supervisor – the immediate supervisor is the first District-designated administrator or classified manager as reflected in the Human Resources organizational plan.

14.2 Time Limits

- 14.2.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to process the existing grievance.
- 14.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 14.2.3 Time is of the essence in all processing of grievances.
- 14.2.4 Time or procedural steps may be waived at any step by mutual written agreement between the grievant and/or CSEA and the District.

14.3 Other Provisions

- 14.3.1 Unit Employee Rights – No probationary employee may use this grievance procedure in any way to appeal discharge. No employee shall use this grievance procedure to appeal any Board decision if such decision is a result of a State or federal regulatory commission or agency, or State or federal law decision.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.3.2** The grievant may be represented by a CSEA Job Steward at all levels of the grievance procedures under 14.4 below, with no loss of pay or benefits to either party.
- 14.3.3** Prior to filing a grievance at Level 1 below, the grievant is encouraged to discuss the grievance with his/her supervisor/manager or designee.
- 14.3.4** Grievance Witnesses: The District shall make available for testimony in connection with the grievance procedure a District employee whose appearance is requested by the grievant or CSEA.
- 14.3.5** Group Grievances: If the grievance involves employees with different immediate supervisors, the grievance may be filed at Step Two.
- 14.3.6** Policy Grievances: If the grievance involves Districtwide interpretation of this Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA to the Chancellor or designee.
- 14.3.7** Employee-Process Grievance: An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided a copy of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed resolution for review. CSEA shall be given ten (10) days to file a written response to the proposed resolution. Any disagreement concerning whether the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.
- 14.3.8** Separate Grievance File: All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, the CSEA Job Steward upon permission by the grievant and those management, supervisory, and confidential employees directly involved in the grievance procedure.

14.4 Procedural Steps

14.4.1 Level I – Immediate Supervisor/Manager or Designee

- 14.4.1.1** Within thirty-five (35) days after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the immediate supervisor/manager or designee on the District grievance form. The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, the specific Sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.

ARTICLE 14

GRIEVANCE PROCEDURE

14.4.1.2 The immediate supervisor, manager, or designee, as applicable, or the grievant may request another conference to discuss the grievance within the above time limits.

14.4.1.3 The immediate supervisor, manager, or designee shall hold a conference with the grievant and communicate a decision to the grievant in writing on the grievance form with ten (10) days of receiving the grievance.

14.4.2 Level II – President or Designee

14.4.2.1 If the grievant is not satisfied with the decision at Level 1, if rendered, the decision may be appealed on the grievance form to the president or designee within ten (10) days.

14.4.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, if rendered, and reason for appeal.

14.2.2.3 The President, or designee, shall hold a conference with the grievant and communicate the decision to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

14.2.2.4 The President's designee or the Vice Chancellor's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.

14.4.3 Level III – Chancellor or Designee

14.4.3.1 If the grievant is not satisfied with the decision at Level 2, the grievant may appeal the decision on the grievance form to the Chancellor or designee within ten (10) days.

14.4.3.2 The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.

14.4.3.3 The Chancellor or designee shall communicate the decision in writing to the grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold a conference with the grievant within the above time limits and forward a copy of the response to CSEA.

14.4.3.4 The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

ARTICLE 14

GRIEVANCE PROCEDURE

14.4.4 Level IV – Arbitration

14.4.4.1 Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Human Resources Office within five (5) days of the receipt of the Chancellor's or designee's decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator:

14.4.4.1.1 The Human Resources Office shall request a list of arbitrators from the State Mediation and Conciliation Service.

14.4.4.1.2 Within five (5) days after receipt of the list, a representative of the District and a representative of CSEA shall alternately strike names from the list until only one name remains.

14.4.4.1.3 Upon receiving the request to move the arbitration, the Human Resources Office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator. The parties agree to schedule the arbitration hearing within three (3) months of the request for arbitration.

For the purpose of this Section, the "schedule arbitration" means that the parties will contact the mutually-selected arbitrator and request confirmation of a scheduled date for the arbitrator. Every effort will be made to schedule the arbitration hearing within three (3) months of the request for arbitration. Through mutual agreement, the hearing may be extended beyond the three (3) month period of time.

14.4.4.1.4 Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not District employees.

The grievant and the CSEA representative shall be provided reasonable release time to process a grievance without loss of pay or benefits.

ARTICLE 14

GRIEVANCE PROCEDURE

14.4.4.1.5 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrator shall specifically rule upon the arbitrability of issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

14.4.4.1.6 The arbitrator may only render a decision the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.

14.4.4.1.7 After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.

14.4.4.2 Arbitrator's Recommendation

14.4.4.2.1 The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.

14.4.4.2.2 The Board may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and CSEA.

ARTICLE 15

DISCIPLINARY ACTIONS

- 15.1 Permanent Classified Employees:** Permanent classified employees shall only be subject to discipline for cause. Discipline herein shall be defined as dismissal, suspension or demotion. The level of discipline imposed shall be guided by the principles of progressive discipline, beginning with oral counseling, if appropriate. Progressive discipline is the concept of taking increasing corrective action steps, prior to imposing suspension, demotion or dismissal. While a reprimand is not a disciplinary action as defined by the Education Code, it is included under the concept of progressive discipline, in appropriate circumstances. If issued, a written reprimand shall include specific recommendations and directions for improvement.
- 15.2 Disciplinary Actions:** Discipline shall be imposed on employees of the bargaining unit for the following reasons:
- 15.2.1** Incompetency.
 - 15.2.2** Inefficiency.
 - 15.2.3** Insubordination. A refusal to obey some order which a superior officer is entitled to give and have obeyed.
 - 15.2.4** Inattention to or dereliction of duty.
 - 15.2.5** Dishonesty.
 - 15.2.6** Immoral conduct.
 - 15.2.7** Discourteous and/or abusive treatment of public, employees and students.
 - 15.2.8** Any willful failure of good conduct that tends to injure the public service.
 - 15.2.9** Engaging in a political activity during assigned working hours by the employees.
 - 15.2.10** Repeated unreported, and/or unauthorized absence or tardiness.
 - 15.2.11** Unexcused repeated and persistent absences.
 - 15.2.12** The use of fraud, deception, or misrepresentation of material facts in obtaining an appointment.
 - 15.2.13** Conviction of a sex offense as defined in Education Code Section 87010 or a controlled substance offense as defined in Education Code Section 87011.
 - 15.2.14** Willful violation of Board Policies and/or Administrative Regulations.

ARTICLE 15

DISCIPLINARY ACTIONS

- 15.2.15** Use of District e-mail, Internet, mail services equipment, materials and facilities for political purposes as defined in Board Policy and/or Administrative Regulations.
- 15.2.16** Falsifying timesheets and other District records.
- 15.2.17** Unexcused possession of and/or under the influence of alcohol or controlled substances as defined in the California Health and Safety Code during work.
- 15.2.18** Any willful or persistent violation of the provisions of this Agreement.
- 15.3 Probationary Employees:** Probationary employees are subject to disciplinary action including dismissal without the benefit of advance notice or hearing.
- 15.4 Timeliness:** The District shall not initiate any disciplinary action for any cause alleged to have arisen prior to the employee becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date of the filing of the notice of intent to impose discipline, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 15.5 Suspension:** Employees may be suspended prior to the Board of Trustees' final decision following a Skelly hearing before the Chancellor or designee. The employee may be suspended without pay following the meeting only if the employee's presence at work could prove injurious, harmful or seriously disruptive to the District or the employee's misconduct causes an actual or reasonable foreseeable risk to the health or safety of students or other employees or loss or damage to District property. Employees charged with a sex, controlled substance, or criminal offense may be suspended pursuant to Education Code Section 88123. If, after a hearing, the suspension is upheld, the Board of Trustees shall determine whether the suspension is with or without pay.
- 15.6 Disciplinary Procedure:** When the District seeks the imposition of any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee by the Chancellor or designee. The notice shall contain (1) a statement of the specific acts or omissions upon which the disciplinary action is based, (2) a statement of the cause for which disciplinary action is taken, (3) the Education Code, policy, rule, or regulation violation, (4) the penalty proposed, (5) copies of the documentary evidence upon which the disciplinary action is based, and (6) a statement of the employee's right to appeal the proposed disciplinary action to the Board of Trustees by filing a written request for hearing with the Board of Trustees in the Office of the Chancellor within five (5) days of receipt of the notice of disciplinary action. The hearing before the Board of Trustees shall be conducted in accordance with Board Policy 4205. The Board, at its discretion, may delegate the hearing to a third party neutral selected by the Board, whose decision shall be advisory to the Board. The Board's decision shall be final.

ARTICLE 16

SAFETY

- 16.1 Safety Committee:** Each college's safety committee shall include at least one (1) member appointed by CSEA. The committees shall review health, safety, sanitation and working conditions. They should meet not less than every three (3) months and make recommendations to the colleges and district concerning improvements in health, safety, sanitation and working conditions.
- 16.2 No Discrimination:** No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of good safety practices.
- 16.3** A Job Steward may accompany a CAL-OSHA representative conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision in fulfillment of the Job Steward's responsibilities.

ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

- 17.1 Layoff:** Layoff means termination of employment and includes any reduction in hours, days, or months of employment or assignment to a class or range lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- 17.2 Notice of Layoff:**
- 17.2.1** Upon the decision of the District's Board of Trustees to layoff a classified employee, written notice of layoff shall be sent by first class mail to the person's last known address on file in the District's Office of Human Resources or delivered in person to the affected classified employee or employees. Copies of layoff notices shall be sent to CSEA.
- 17.2.2** When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, the employee or employees to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. If the termination date of any specially funded program is other than the end of a school year, such notice shall be given not less than forty-five (45) calendar days prior to the effective layoff date.
- 17.2.3** When, as a result of a reduction or elimination of the service being performed by any department, the employee or employees to be laid off shall be given written notice of layoff not less than forty-five (45) calendar days prior to the effective layoff date and shall be informed of their displacement rights, if any, and reemployment rights.
- 17.2.4** Following receipt of any layoff notice, the CSEA President and CSEA Labor Relations Representative may meet with District representatives to review the notice and order of layoff.
- 17.3 Order of Layoff:** Classified employees within an affected job classification shall be laid off subject to the following provisions:
- 17.3.1** The order of layoff shall be by seniority as defined in this Article.

ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

17.3.2 Seniority shall be determined by Board approved hire date within each classification plus higher classifications. Length of service in a lower classification shall not be credited toward seniority in a higher classification. Paid service performed prior to entering into a probationary status in the classified service shall not be credited toward seniority. Time spent on the following authorized leaves of absence shall be included when computing seniority:

- Paid leaves of absence
- Leaves mandated by statute
- Required military leaves of absence

Time spent on all other leaves of absence shall not be credited toward seniority and shall be deducted from the employee's seniority for purposes of determining layoff.

17.3.3 In the case of two (2) or more classified employees with the same seniority, the order of layoff shall be based on the following:

17.3.3.1 Date of first paid service as a probationary employee in the District.

17.3.3.2 By lot.

17.4 Displacement Rights - Demotion in Lieu of Layoff and Bumping Rights:

17.4.1 Permanent employee laid off from the employee's present class may elect to be demoted and bump into a vacant position in the next lowest class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into vacant positions in lower classes to avoid layoff. To be considered for demotion into a lower vacant position, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

17.4.2 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the District Office of Human Resources in writing of such election not later than ten (10) working days after receiving the notice of layoff.

17.4.3 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

- 17.5 Voluntary Reductions in Assigned Time:** The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.
- 17.6 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours:** Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month time limit per Section 17.5 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.
- 17.7 Retirement in Lieu of Layoff:**
- 17.7.1** Any employee subject to being laid off or who was in fact laid off may elect to accept a service retirement from the Public Employee's Retirement System in accordance with Education Code Section 88015.
- 17.7.2** The employee shall be placed on a thirty-nine (39) month reemployment list in accordance with Section 7 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.
- 17.7.3** The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 17.7.4** An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which lay off shall be deemed to be permanently retired.
- 17.7.5** Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

ARTICLE 17

LAYOFF AND REEMPLOYMENT PROCEDURES

17.8 Reemployment:

- 17.8.1** A classified employee who is laid off shall be placed on a thirty-nine (39) month employment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the District Office of Human Resources.
- 17.8.2** If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify, by first class mail addressed to the last known address on file with the Office of Human Resources, such employee or employees offering reemployment in order of seniority.
- 17.8.3** If the employee accepts reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 17.8.4** An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.
- 17.8.5** A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all rights to permanent status. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

17.9 Seniority Roster: The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

17.10 Benefits to Employees Following Layoff:

- 17.10.1** The District shall continue to pay health and welfare benefits at the current rate for all employees laid off and currently receiving benefits for ninety (90) calendar days from the date of layoff.
- 17.10.2** The District shall allow each full time employee subject to layoff who works at least six (6) hours per day with up to twenty-four (24) hours of accrued personal necessity leave for the purpose of seeking future employment. The twenty-four (24) hours shall be in increments not exceeding four (4) hours each.
- 17.10.3** Employees laid off shall be afforded "substitute" employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 18

EMPLOYEE EXPENSES AND MATERIALS

- 18.1 Safety Equipment:** Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear and provide appropriate training. It shall be the responsibility of each employee to wear and appropriately use such equipment and gear.
- 18.2 Non-Owned Automobile Insurance:** The District agrees to provide the secondary personal injury and property damage insurance in the event that employees use their personal vehicle on authorized employer business.
- 18.3 Physical Examinations:** The District agrees to provide the full cost of any medical examination required by the District as a condition of employment or continued employment, including but not limited to, the provisions outlined in Education Code Section 88021 or its successor.
- 18.4 Hold Harmless Clause:** Whenever any civil action is brought against an employee or any action or omission arising out of, or in the course of, the duties of that employee, the District agrees to pay the costs of defending such action, including costs of counsel and of appeals, if any, and shall hold harmless from and protect such employee from any financial loss resulting therefrom, insofar as required by law.

ARTICLE 19

SEVERABILITY

- 19.1 Savings Clause:** If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 Replacement for Severed Provision:** In the event of suspension or invalidation of any Article or Section of this Agreement, the District and CSEA will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.
- 19.3 Past Practices:** Rules, regulations, policies and practices which are in effect at the time of this Agreement that affect the rights and obligations of bargaining unit members shall not be modified without prior consultation with CSEA.

ARTICLE 20

CONCERTED ACTIVITIES

- 20.1** Apart from, and in addition to, existing legal restrictions upon work stoppages, neither bargaining unit members, CSEA, or its officers, officials, agents or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, picketing or other work stoppage of any nature whatsoever, against the District during the life of the Agreement for any cause of dispute whatsoever, including, but not limited to, disputes which are subject to any grievance procedure, disputes concerning matters not mentioned in this Agreement, disputes with other labor organizations, persons or employers, jurisdictional disputes, or compliance with the request of other labor organizations to engage in such activity.
- 20.2** In the event that any of the occurrences prohibited by the preceding paragraph takes place, bargaining unit members, CSEA, and its officers, agents, representatives, and responsible officials, shall immediately and publicly disavow such action as unauthorized and use all power within their authority to end or avert such action at the earliest possible time and bargaining unit members, CSEA and its officers, agents, representatives, and responsible officials shall not honor any picket line set up under any circumstances.
- 20.3** Any employee hereunder engaging in or assisting in any of the activities prohibited by Section 20.1 above shall be subject to discipline or discharge as determined by the District.

ARTICLE 21

NEGOTIATIONS

- 21.1 Notification and Public Notice:** If either party desires to alter or amend this Agreement, it shall, not less than one hundred and twenty (120) days prior to the termination date set forth under the Duration Article, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled.
- 21.2 Commencement of Negotiations:** Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.
- 21.3 Release Time for Negotiations:** CSEA shall have the right to designate five (5) employees, who shall be given reasonable release time to participate in negotiations. Two (2) members of the classified negotiating team, if their work schedules are second or third shift on the day of the negotiations, shall earn release time equivalent to the amount of time spent in scheduled negotiations at the table with the District. This release time will be accumulated and shall be taken at a time mutually acceptable to the employee and the employee's supervisor within twelve (12) months of the date on which it was earned. At the conclusion of each negotiation session between the District and CSEA, the spokespersons for the respective negotiating teams will agree on the amount of earned release time for the two (2) affected employees. For example, if negotiations between the District and CSEA commenced at 9:30 a.m., and ended at 12 noon, the amount of release time would equal 2.5 hours.
- 21.4 Agreement of Parties:** This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and CSEA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.
- 21.5 Reopener Clause:** This is a three-year agreement with no reopeners except by mutual agreement.

ARTICLE 22

DURATION

- 22.1 Length of Agreement:** The length of this Agreement shall be from July 1, 2012, to June 30, 2015 and shall continue from year to year thereafter unless alteration or amendment is requested in writing in accordance with Article 21.
- 22.2** Except as specified in Article 21.5, the Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement.

ARTICLE 23

DEFINITIONS

- 23.1** “Anniversary date” is the date upon which an employee is granted salary step advancement earned by completion of a required period of service.
- 23.2** “Alternative Work Schedule” is either a 4/10, 9/80 or 36/4 work schedule as provided by the MOU- See Appendix C.
- 4/10 – See Article 7.1.2 of this agreement.
9/80 – A schedule that provides for eight 9 hour and one 8 hour workday within a 10 day period, with the 10th day off. The 10th day can be alternating Mondays or Fridays, as determined by the department.
36/4 – A schedule that provides for four 9 hour workdays and one 4 hour workday in the workweek.
- 23.3** “Classification” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 23.4** “Classification description” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 23.5** “Demotion” is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary rate.
- 23.6** “Differential” is a salary allowance in addition to the basic rate or schedule based upon hours of employment.
- 23.7** “Discuss” is meeting and exchanging ideas without negotiations.
- 23.8** “Employee” shall mean bargaining unit member.
- 23.9** “Fiscal year” is July 1 through June 30.
- 23.10** “Health and Welfare Benefits” means any form of insurance or similar benefit programs, which may include but not be limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, or long-term disability.
- 23.11** “Hire date” is the date of first paid service as a regular classified employee.
- 23.12** “Hourly Rate” is determined by dividing the monthly rate provided in the CSEA contract by 168 and the results carried by three (3) decimal places and rounded off.
- 23.13** “Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.

ARTICLE 23

DEFINITIONS

- 23.14** “Industrial accident or illness” is an injury or illness arising out of or in the course of employment in the District.
- 23.15** “Location” is defined as any internal operating unit within one of the following: Irvine Valley College, District Services, Saddleback College, and ATEP.
- 23.16** “Longevity” is years of service with the District regardless of change in position.
- 23.17** “Medical Insurance” refers to the existing District medical PPO and HMO programs.
- 23.18** “Notice” means whenever notice is required under this Agreement and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice delivered to the President of the local chapter.
- 23.19** “Permanent employee” is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) work months of service beyond the initial date of employment.
- 23.20** “Probationary employee” is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 23.21** “Promotion” is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.
- 23.22** “Safety conditions of employment” means any work-related condition affecting the health, safety, or welfare of the employee.
- 23.23** “Salary rate” is a specific amount of money paid for a specific period of service.
- 23.24** “Salary schedule” is a series of salary steps and ranges which comprise the rate of pay for all classifications.
- 23.25** “Salary step” is one of the salary levels within the range of rates for a classification.
- 23.26** “Seniority for Purposes of Layoff” is based upon Board approved hire date within each employee’s classification plus higher classifications.
- 23.27** “Short-term employee” means any person who is employed to perform a service for the District.
- 23.28** “Substitute employee” means any person employed to replace a classified person who is temporarily absent from duty.

ARTICLE 23

DEFINITIONS

- 23.29** “Substitute Rate” shall be computed at step 1 on the salary schedule.
- 23.30** “Transfer” is a move from an employee’s current location, operating unit, or shift to another location within South Orange Community College District within the employee’s same classification.
- 23.31** “Uniforms” means any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.
- 23.32** “Voluntary demotion” is a demotion agreed to in writing by the employee and the District. Upon the completion of which, the service required or similar service, will not be needed on a continuing basis.
- 23.33** “Working hours” means all hours in a paid status.
- 23.34** “Working day” means any day the District Administrative Offices are open for business.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the ____ of June, 2012.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

CALIFORNIA SCHOOL
EMPLOYEE ASSOCIATION
CHAPTER 586

Nancy M. Padberg
President, Board of Trustees

Janice Mastrangelo
President, CSEA

Gary L. Poertner
Chancellor

Guillermo Santucci
Chief Negotiator/CSEA Labor Rel. Rep.

David P. Bugay
Vice Chancellor, Human Resources

Gerald Doolittle
Negotiating Team Member

Teddi Lorch
District Director, Human Resources

Scott Ferguson Greene
Negotiating Team Member

Kimberly McCord
District Director, Fiscal Services

Cathy Greenough
Negotiating Team Member

Karima Feldhus
Dean, Humanities/Language, Social
Sciences & Library Services, IVC

Shanna Moorhouse
Negotiating Team Member

Arleen Elseroad
Dean, Enrollment Services, IVC

Polly Sundeen
Negotiating Team Member

Joyce Semanik
Admission & Records Registrar, SC

Gee Dickson
Negotiating Team Member

Steve Andelson
District Counsel

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
2012-2015 CLASSIFIED SALARY SCHEDULE

SEE DISTRICT WEBSITE.

APPENDIX B

**BARGAINING UNIT CLASSIFICATIONS, SALARY RANGE,
AND LISTING OF POSITION TITLES
July 1, 2012**

SEE DISTRICT WEBSITE

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CSEA NEGOTIATIONS TENTATIVE AGREEMENT**

OCTOBER 12, 2011

**MEMORANDUM OF UNDERSTANDING
BANKED HOLIDAY LEAVE**

Banked Holiday Leave time may be accumulated when a unit member works either part-time or on an alternate work schedule assignment such as a 9/80, 36/4 or 4/10 schedule. In these circumstances when a unit member has a scheduled day off during his/her regular work year that falls on a negotiated holiday, those hours can be accumulated as "Banked Holiday Leave."

Banked Holiday Leave may be accumulated up to forty (40) hours annually.

The unit member shall use Banked Holiday Leave time before using other available leaves, excluding sick leave.

All banked holiday leave in excess of forty (40) shall be paid annually on the first payroll of the new fiscal year (August 10th payroll).

For those unit members who currently have forty (40) hours or more of Banked Holiday Leave, they shall **use the excess leave either during their unpaid periods, or during regular work hours with the mutual agreement of their immediate manager/supervisor prior to December 31, 2012. Any remaining balances over the forty (40) hours "cap" shall be paid out through payroll over the next twelve (12) months in two (2) equal amounts.** All Banked Holiday Leave time will be reduced to a maximum of forty (40) hours by June 30, 2013.

The District reserves the right to reopen negotiations on this Memorandum of Understanding after June 30, 2012 to re-evaluate the continuation of this program.

For Association: CSEA Chapter 586

Date: _____ By: _____

For the District: South Orange County Community College District

Date: _____ By: _____

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CSEA NEGOTIATIONS TENTATIVE AGREEMENT**

DECEMBER 13, 2011

**MEMORANDUM OF UNDERSTANDING
EVALUATION FORM MODIFICATION**

The South Orange County Community College District (“District”) and the South Orange County Community College District CSEA Chapter 586 (“CSEA”) enter into this Memorandum of Understanding and agree to negotiate modifications in the attached Evaluation Form to the extent required by law. It is understood that by the effective date of the ratification of the entire agreement that the form will be modified to eliminate the signature of the college president and deputy chancellor unless the classified employee is a direct report to that position. The date of this modification and any future modifications will be designated in the lower margin of the form.

For Association: CSEA Chapter 586

Date: _____ By: _____

For the District: South Orange County Community College District

Date: _____ By: _____

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CSEA BARGAINING UNIT EMPLOYEE PERFORMANCE EVALUATION REVIEW**

J.Doe
(Employee Name)

| |
|------------------------------|
| Comments |
| Supervisor Signature: |
| Date: / / |

| |
|--|
| Comments: Delete |
| President / Deputy Chancellor Signature: Delete |
| Date: / / Delete |

(Distribution: Original to Personnel File-Human Resources. Copy to Employee and Evaluator)

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley 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 the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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> |
|--------------------------------------|------------------------|------------------------------|-------------------------------------|-----------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |

IRVINE VALLEY COLLEGE

| <i>Presentation Date/Time</i> | <i>Location</i> | <i>Faculty Member</i> | <i>Course Title/Activity</i> | <i>Speaker</i> | <i>Topic</i> |
|--------------------------------------|--|------------------------------|-------------------------------------|-----------------------|--|
| 8/17/12 9:00am | Performing Arts Center (PAC), Main Stage | Jerry Rudmann | Psychology 1 | Diane Halpern | APA's quality principles and development of psychological literacy |
| 8/17/12 10:00am | PAC, Main Stage | Jerry Rudmann | Psychology 1 | Sue Frantz | Valuable technology tools for teachers of psychology |
| 8/17/12 11:00am | PAC, Main Stage | Jerry Rudmann | Psychology 1 | Joyce (Bishop) Brady | Class exercises that increase metacognition |

TO: Board of Trustees
FROM: Gary L. Poertner, 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 5/31/12 Total Basic Aid Estimated Receipts of \$433.1M less Total Approved Projects in the amount of \$380.7M leaves a \$52.4M balance for uncommitted Basic Aid Funds.

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.

There were no changes for the Basic Aid allocation for May, 2012.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects**

| <i>Project Description</i> | <i>Approved Amount</i> | <i>1999/07 Actual</i> | <i>2007/08 Actual</i> | <i>2008/09 Actual</i> | <i>2009/10 Actual</i> | <i>2010/11 Actual</i> | <i>Balance Remaining for 2012</i> |
|---|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------------------|
| CLOSED PROJECTS | | | | | | | |
| CLOSED PROJECTS TOTAL | 114,482,353 | 102,943,583 | 9,170,887 | 1,747,393 | 619,815 | 675 | - |
| CAPITAL PROJECTS | | | | | | | |
| Campus Appearance Improvement IVC & SC (2009) | 1,000,000 | | | 378,837 | 215,312 | 144,365 | 261,486 |
| ATEP Building Demolition (2007) | 7,000,000 | | - | 61,693 | 12,192 | 1,439,404 | 5,486,711 |
| ATEP Development (2008) | 3,750,000 | | 565,425 | 1,041,250 | 750,807 | 735,035 | 657,483 |
| ATEP First Building Phase 3A (2011) | 12,500,000 | | | | | | 12,500,000 |
| ATEP Operating Budget* (2006) | 10,963,521 | 2,093,455 | 1,841,834 | 2,273,645 | 2,390,930 | 1,798,762 | 564,895 |
| ATEP Renovation (2002) | 7,964,191 | 5,873,647 | 1,318,978 | 103,660 | 450,213 | 153,872 | 63,821 |
| ATEP Site Development (2012) | 340,436 | | | | | | 340,436 |
| ATEP Site Development Negotiations (2008) | 4,265,883 | 12,066 | 887,067 | 1,080,568 | 592,509 | 618,846 | 1,074,828 |
| ATEP Staffing, Equipment, Program Development (2007) | 891,611 | | - | 20,689 | 171,285 | 346,066 | 353,571 |
| IVC A-400 Bldg Remodel (2011) | 1,000,000 | | | | | | 1,000,000 |
| IVC Business & Technology Innovation Center (2002) | 10,182,000 | 1,007,713 | 5,563,594 | 2,292,938 | 23,716 | - | 1,294,039 |
| IVC Design and Install Entrance from Barranca (2003) | 2,850,000 | 9,950 | - | - | 41,576 | 45,644 | 2,752,829 |
| IVC Fine Arts Building (2008) | 7,352,000 | | 61,163 | 115 | - | - | 7,290,722 |
| IVC Landscaping PAC & BSTIC (2009) | 1,796,000 | | | - | 105,493 | 146,485 | 1,544,022 |
| IVC Life Sciences Project (2004) | 17,410,000 | | - | 81,776 | 793,360 | 448,231 | 16,086,633 |
| IVC Repair Exteriors A100, A200, A300, A400, B100 (2010) | 400,000 | | | | - | 215,836 | 184,164 |
| IVC Replace Main Water Valves (2010) | 275,000 | | | | 6,035 | 76,957 | 192,008 |
| IVC Replace Natural Gas Piping A&B Quads (2010) | 230,000 | | | | 3,088 | 41,368 | 185,544 |
| IVC Science Lab Addition & Remodel (2006) | 6,980,000 | 276,823 | 86,014 | 2,373,462 | 2,024,161 | 412,531 | 1,807,009 |
| IVC SSC HVAC System (2010) | 800,000 | | | | 1,346 | 19,668 | 778,986 |
| IVC Utility Service Project (2006) | 416,000 | 345,907 | 315 | - | - | - | 69,778 |
| SC Bridge Replacement (2010) | 1,700,000 | | | | 2,693 | 97,266 | 1,600,041 |
| SC Building Repairs - Library Remodel (2003) | 7,141,000 | 77,892 | - | - | 511,511 | 745,863 | 5,805,733 |
| SC Building Repairs - TAS Building (2003) | 1,956,000 | 152,376 | - | 1,048 | - | 13,800 | 1,788,776 |
| SC Demolition and Upper Quad Remodel (2008) | 1,000,000 | | - | - | - | - | 1,000,000 |
| SC Demolition of Lower Campus Buildings (2002) | 1,719,000 | 1,718,545 | - | - | - | - | 455 |
| SC Golf Driving Range Net Replacement (2005) | 300,000 | 45,200 | 46,600 | 5,000 | 5,000 | 4,950 | 193,250 |
| SC Loop Road (2008) | 3,442,000 | | - | - | 5,740 | 212,701 | 3,223,559 |
| SC M/S/E Bldg, Soil, & Slab Repairs (2003) | 128,710 | 67,432 | 61,163 | 115 | - | - | - |
| SC M/S/E Plaza Repairs (2008) | 69,288 | | - | 69,288 | - | - | - |
| SC M/S/E Renovation (2009) | 39,000 | | - | 39,000 | - | - | - |
| SC McKinney Theater Restroom remodel (2007) | 2,542,000 | 162,708 | 105,248 | 2,023,613 | 72,862 | 121 | 177,448 |
| SC Pool Deck Replacement (2010) | 1,500,000 | | | | 23 | 1,276,844 | 223,133 |
| SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010) | 1,500,000 | | | | 166,833 | 851,935 | 481,232 |
| SC Sciences Building (M/S/E annex) (2003) | 47,656,346 | 29,595 | - | - | - | 258,563 | 47,368,187 |
| SC Temporary Classroom Facilities (2005) | 7,269,285 | 7,071,059 | 105,308 | 450 | 300 | - | 92,168 |
| SC Village Expansion (2009) | 3,942,000 | | | 463,110 | 2,942,595 | 474,450 | 61,844 |
| SC Village Remodel (2007) | 4,130,000 | | 244,229 | 2,014,945 | 1,311,975 | 124,943 | 433,909 |
| CAPITAL PROJECTS TOTAL | 184,401,271 | 18,944,368 | 10,886,937 | 14,325,202 | 12,601,556 | 10,704,505 | 116,938,703 |

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects**

| <i>Project Description</i> | <i>Approved Amount</i> | <i>1999/07 Actual</i> | <i>2007/08 Actual</i> | <i>2008/09 Actual</i> | <i>2009/10 Actual</i> | <i>2010/11 Actual</i> | <i>Balance Remaining for 2012</i> |
|--|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------------------|
| SCHEDULED MAINTENANCE | | | | | | | |
| 2004/05 College Scheduled Maintenance Projects (2005) | 1,000,000 | 887,586 | 77,733 | 7,765 | 2,630 | - | 24,285 |
| 2005/06 College Scheduled Maintenance Projects (2006) | 4,000,000 | 825,065 | 84,205 | 1,420,296 | 1,182,288 | 250,144 | 238,002 |
| IVC Sports Facilities (2012) | 342,600 | | | | | | 342,600 |
| SC Energy Management System (2012) | 657,400 | | | | | | 657,400 |
| SCHEDULED MAINTENANCE PROJECTS TOTAL | 6,000,000 | 1,712,651 | 161,938 | 1,428,061 | 1,184,918 | 250,144 | 1,262,288 |
| IT PROJECTS | | | | | | | |
| SOCCCD Document Management Solution (2011) | 659,202 | | | | | | 659,202 |
| SOCCCD IT Projects SC/IVC/AEP Instruct & Student Svc (2010) | 8,744,770 | | | | 2,906,089 | 2,665,868 | 3,172,813 |
| SOCCCD Student Information System Upgrade-Phase I/Phase II (2006) | 14,102,260 | 3,515,073 | 5,304,918 | 4,111,633 | 1,099,661 | 4,250 | 66,725 |
| SOCCCD Technology Needs 2007/08 (2008) | 8,036,477 | | 1,668,384 | 3,815,348 | 1,197,263 | 923,579 | 431,903 |
| IT PROJECTS TOTAL | 31,542,709 | 3,515,073 | 6,973,302 | 7,926,981 | 5,203,013 | 3,593,697 | 4,330,643 |
| OTHER ALLOCATIONS | | | | | | | |
| 2005/06 College Instructional Equipment Needs (2005) | 1,392,000 | 479,964 | 378,311 | 473,955 | 55,238 | - | 4,532 |
| SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present) | 285,000 | 88,000 | 14,000 | 34,354 | 13,140 | | 135,506 |
| SOCCCD Legal Defense for Invocation Complaint (2010) | 1,208,817 | | | | | | 1,208,817 |
| SOCCCD Consultant District Educational & Facilities Master Plan (2005) | 735,010 | 370,010 | - | - | - | 321,010 | 43,990 |
| SOCCCD Trustee Election/General Election Expense (2004 - present) | 1,398,988 | 453,867 | - | 527,830 | | 417,291 | - |
| SOCCCD Additional 1% Contingency (2009) | 1,278,101 | | | | | 1,278,101 | - |
| SOCCCD Retiree Benefits (2001 - present) | 38,017,938 | 13,917,938 | 10,500,000 | 500,000 | 2,500,000 | 8,000,000 | 2,600,000 |
| OTHER ALLOCATIONS TOTAL | 44,315,854 | 15,309,779 | 10,892,311 | 1,536,139 | 2,568,378 | 10,016,402 | 3,992,844 |
| BASIC AID PROJECT TOTALS | 380,742,187 | 142,425,454 | 38,085,375 | 26,963,776 | 22,177,681 | 24,565,424 | 126,524,478 |

| | <i>1999/07 Actual</i> | <i>2007/08 Actual</i> | <i>2008/09 Actual</i> | <i>2009/10 Actual</i> | <i>2010/11 Actual</i> | <i>Balance Remaining for 2012</i> |
|-----------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------------------|
| Commitments | 186,905,060 | 70,908,593 | 54,256,170 | 37,446,916 | 41,176,493 | (9,951,045) |
| Cumulative Commitments | 186,905,060 | 257,813,653 | 312,069,823 | 349,516,739 | 390,693,233 | 380,742,187 |
| Receipts | 214,323,346 | 50,692,873 | 51,179,365 | 39,022,021 | 38,737,963 | 39,203,922 |
| Cumulative Receipts | 214,323,346 | 265,016,219 | 316,195,584 | 355,217,605 | 393,955,568 | 433,159,490 |
| Cumulative Expenses | 142,425,454 | 180,510,828 | 207,474,605 | 229,652,285 | 254,217,709 | 380,742,187 |
| Uncommitted Basic Aid Funds | 71,897,892 | 84,505,391 | 108,720,979 | 125,565,320 | 139,737,859 | 52,417,303 |

Approved Amount

2012 and Forward

Change from May 2012 Report:

| | | | | | | | |
|---------------------|---|--|--|--|--|--|---|
| Total Change | - | | | | | | - |
|---------------------|---|--|--|--|--|--|---|

TO: Board of Trustees
FROM: Gary L. Poertner, 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
June 25, 2012

SADDLEBACK COLLEGE

1. JAMES B. UTT LIBRARY REMODEL

| | Original | Revision | Total |
|-----------------------------|--------------|--------------|--------------|
| Original Project Budget: | | | \$21,124,000 |
| State Match: | \$16,139,000 | | |
| State Match Reduced at Bid: | | \$15,673,000 | |
| Basic Aid Allocation: | \$ 4,985,000 | \$15,272,000 | \$20,257,000 |

Budget Narrative: Budget reflects Board agenda action on 10/24/04 and 6/22/09. The original state approved budget totaled \$21,124,000. *State reimbursement for Equipment funding of \$2,000,000 is Pending.*

Contractor delays result in extended costs for inspections and project management cost. Staff will seek reimbursement during settlement discussions with the contractor.

Status: The contractor is *ten* months behind schedule. On March 5th, the Division of Labor Standards Enforcement (*DLSE*) approved the district's request for forfeiture by the contractor of \$529,459.14 associated with payroll irregularities. A settlement meeting was held on April 17th with follow up *obtaining no* resolution. A *DLSE* hearing *will* follow. Other payment withholdings address stop notices filed by subcontractors and material suppliers. On April 4th, the contractor *preserved* their rights to file a claim, formally rejected by the Board in April, followed immediately by a public records request for *all* project documents. Staff continues working with district legal counsel to address all related matters.

Installed tile throughout the building has cracked. The tile subcontractor refused to remove and replace the deficient tile assemblies. *The Board approved a request to replace the tile subcontractor last month. Tile assemblies have been removed from several restrooms and at the main entry feature wall and central stairway. New tile assemblies are scheduled to be installed at the main entry feature wall and central stairway on or before July 1, 2012 with replacement of tile assemblies at the restrooms commencing this month. Restroom tile replacement will be phased to maintain adequate facilities for occupancy.*

In Progress: Electrical trim-out, HVAC air balance, *furniture punch list and minor remaining installation is ongoing.*

Recently Completed: *HVAC control to Central Plant, primary furniture installation, landscaping and irrigation is complete.*

Focus: Remove and replace all ceramic tile assemblies throughout the project. *Final punch list was conducted this month for areas other than those where the ceramic tile assemblies are to be removed and replaced. Contractor is addressing extensive punch list items. Address legal matters as needed.*

| | |
|-----------------------------|--------------------------------|
| Project Start: October 2004 | Scheduled Finish: January 2012 |
| Projected Finish: July 2012 | DSA Close Out: Pending |

2. SCIENCES BUILDING

| | Original | Revision | Total |
|--------------------------|--------------|--------------|--------------|
| Original Project Budget: | | | \$58,835,000 |
| State Match: | \$35,635,000 | | |
| Basic Aid Allocation: | \$3,867,000 | \$43,789,346 | \$47,656,346 |
| Unassigned: | \$19,333,000 | \$11,178,654 | |

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, and 2/28/2011. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. \$11,178,654 remains to be funded to arrive at the original project budget.

Status: The Construction Document Phase of the project is *complete and the project was submitted to Division of the State Architect (DSA) for document review on June 5, 2012.*

In Progress: *Review of the DSA construction documents is underway by the college and district. Staff has advertised a Request for Qualifications (RFQ) for Lease/Leaseback contractors.*

Recently Completed: *Project documents have been submitted to the DSA. The architects, college president, college representatives and district met this month to review color and finish selections.*

Focus: *Staff is continuing efforts on constructability reviews and contractor procurement.*

| | |
|--------------------------------|--------------------------------|
| Project Start: March 2011 | Scheduled Finish: October 2014 |
| Projected Finish: October 2014 | DSA Close Out: Pending |

3. LOOP ROAD

| | Original | Revision | Total |
|-------------------------------|-------------|-------------|-------------|
| Original Project Budget: | | | \$11,697,00 |
| EFMP Project Budget Revision: | | | \$8,997,583 |
| State Match: | \$0 | | |
| Basic Aid Allocation: | \$3,442,000 | | |
| Unassigned: | \$8,255,000 | \$5,555,583 | |

Budget Narrative: Budget reflects Board agenda action on 3/24/08. During the discovery phase and further defined through the Education and Facilities Master Plan (EFMP) process, the architect determined the budget estimate to be \$8,997,583. Environmental impacts could increase the project estimate.

Status: Phase I planning is complete. Phase II work placed on hold.

In Progress: On Hold

Recently Completed: Phase II design work began and secondary effects were further defined during the Education and Facilities Master Planning Process. Secondary effects include parking lot modifications, thrower's park relocation including 20' tall fence, fence at practice field and runway and cage for discus throw and shot put.

Focus: This project will be included in the Environmental Report that is underway and the college requested an opportunity to re-evaluate upon completion of that effort.

| | |
|--|---------------------------|
| Project Start: Phase I-Feb 2010, Phase II-Feb 2011 | Scheduled Finish: On Hold |
| Projected Finish: On Hold | DSA Close Out: On Hold |

4. BRIDGE REPLACEMENT PROJECT

| | Original | Revision | Total |
|--------------------------|-------------|----------|-------------|
| Original Project Budget: | | | \$1,700,000 |
| State Match: | \$0 | | |
| Basic Aid Allocation: | \$1,700,000 | | |

Budget Narrative: Budget reflects Board agenda action on 3/25/10. The Board approved basic aid funding of \$1,700,000 for the southeast library bridge due to a finding of failing structural integrity.

Status: All construction is complete.

In Progress: *DSA Close Out*

Recently Completed: *The Board approved the Notice of Completion at the May meeting.*

Focus: DSA Close Out

| | |
|----------------------------|-----------------------------|
| Project Start: March 2010 | Scheduled Finish: July 2012 |
| Projected Finish: May 2012 | DSA Close Out: Underway |

5. TAS RENOVATION PROJECT

| | Original | Revision | Total |
|-------------------------------|-------------|--------------|--------------|
| Original Project Budget: | | | \$8,755,055 |
| EFMP Project Budget Revision: | | \$5,977,395 | \$14,732,450 |
| State Match: | \$0 | | |
| Basic Aid Allocation: | \$1,956,000 | | |
| Unassigned: | \$6,799,055 | \$12,776,450 | |

Budget Narrative: Budget reflects Board agenda action on 2/28/11. The current basic aid assignment of \$1,956,000 is sufficient to meet design costs. During the EFMP process, the college prioritized a complete building renovation *in coordination with an increase in the scope to address a seismic upgrade.*

Status: *The design is in the schematic phase. (Note: Design phases: Programming, Schematic, Design Development, Construction Documents, DSA Submittal)*

In Progress: The architect and District are working with the user groups to further define user needs in support of educational delivery.

Recently Completed:

Focus: Schematic design with end user participation.

| | |
|-------------------------------|------------------------------|
| Project Start: September 2011 | Scheduled Finish: March 2015 |
| Projected Finish: March 2015 | DSA Close Out: Pending |

6. TAS SWING SPACE PROJECT

| | Original | Revision | Total |
|--------------------------|---------------------|----------|-------|
| Original Project Budget: | \$1,000,000* | | |
| State Match: | \$0 | | |
| Basic Aid Allocation: | Under Consideration | | |
| Unassigned: | | | |

Budget Narrative: Additional swing space currently under consideration could increase the revised project estimate by approximately \$5,800,000. *\$1,000,000 was originally

budgeted to address Swing Space needs within the TAS project budget. For this report the swing space budget is reflected both in the TAS project budget and this Swing Space project budget. *Staff will update budgets for both TAS Renovation and TAS Swing Space after the Board's annual budget approval and duplicate reporting will be resolved.*

Status: Programming underway

In Progress: *Staff met twice this month with the architect, the transportation department, the academic department, and college administration to coordinate the temporary academic program use for the Auto-Tech Swing Space with future transportation needs. In addition, staff met with the architect and the user groups to begin programming the Village to receive the educational programs currently housed within the TAS Building.*

Recently Completed: *Kick off meeting with approved architect. Follow up programming meetings with user group staff, administration, and other college representatives.*

Focus: *Swing Space programming efforts.*

| | |
|---------------------------------|---------------------------------|
| Project Start: May 2012 | Scheduled Finish: December 2014 |
| Projected Finish: December 2014 | DSA Close Out: Pending |

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

| | Original | Revision | Total |
|--------------------------|--------------|--------------|--------------|
| Original Project Budget: | | | \$16,304,000 |
| Budget Revised at Bid: | | | \$33,613,000 |
| State Match: | \$14,472,000 | | |
| Basic Aid Allocation: | \$1,832,000 | \$19,141,000 | |

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report fiscal year 03-04 and 07-08.

Status: Construction complete and occupied. DSA Close Out underway.

In Progress: There were 69 change orders requiring DSA approval. Approximately 12 remain Pending and are necessary to arrive at DSA close out.

Recently Completed: Payment to DSA for increased project cost reflected through reviewed change orders. The final Notice of Completion was filed on September 24, 2007.

Focus: The DSA has requested all districts increase their efforts to close out projects. In response to this, SOCCCD has enlisted aid to certify this and approximately twelve other projects that have been closed but not certified.

| | |
|-----------------------------|-------------------------|
| Project Start: October 2003 | Scheduled Finish: |
| Finish: Complete: July 2007 | DSA Close Out: Underway |

2. B-200 SCIENCE LAB ANNEX AND B-239 REMODEL

| | Original | Revision | Total |
|--------------------------|-------------|-------------|-------------|
| Original Project Budget: | | | \$4,120,000 |
| State Match: | \$0 | | |
| Basic Aid Allocation: | \$4,120,000 | \$2,860,000 | \$6,980,000 |

Budget Narrative: Budget reflects Board actions on 6/26/06 and 9/22/08.

Status: Construction complete and occupied. DSA Close Out underway.

In Progress: District staff and the architect continue coordination toward this DSA close out effort. *Two remaining change orders have been resubmitted for DSA review.*

Recently Completed: The Notice of Completion was filed on July 8, 2010. One of three remaining change orders has been approved.

Focus: DSA Close Out

| | |
|--------------------------|---------------------------------|
| Project Start: July 2006 | Scheduled Finish: December 2009 |
| Finish: May 2010 | DSA Close Out: Underway |

3. LIFE SCIENCES PROJECT

| | Original | Revisions | Total |
|--------------------------|--------------|--------------|--------------|
| Original Project Budget: | | | \$24,861,000 |
| Budget Revised at Bid: | | | \$21,036,000 |
| State Match: | \$17,393,000 | -\$4,371,000 | \$13,568,000 |
| Basic Aid Allocation: | \$1,113,000 | \$16,297,000 | \$17,410,000 |
| Unassigned: | \$3,626,000 | \$1,469,242 | |

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, and 5/24/2010. The original state-approved budget totaled \$24,861,000 and was reduced to \$21,036,000 when a lower-than-estimated bid was received. The Board reallocated a portion of the state's short fall using basic aid funding. The state has reimbursed the district \$2,156,657 to date with an additional \$1,469,242 needed to bridge the gap between allocated funding and the identified project budget. A

majority of the state’s contribution for construction funding and all equipment funding is pending.

Status: *Contractor’s efforts to maintain business through project completion have failed. Takeover contractor is imminent and surety estimates six weeks for procurement. Surety continues to employ original contractor in the interim with minimal construction progress.*

In Progress: Structural steel, framing, *roofing*, mechanical, electrical, plumbing (MEP) rough in, curtain wall *installation*. *Structural Steel punch and change order negotiation.*

Recently Completed: *Curtain wall proposed cost change negotiated and installation underway. Offer to address request for additional time unresolved.*

Focus: *Staff is focusing on project quality and closing out as many change issues as possible during the transition. Though two of the contractor’s managers are no longer on the project, those remaining understand district’s emphasis on quality.*

| | |
|---------------------------------|-----------------------------|
| Project Start: December 2008 | Scheduled Finish: July 2012 |
| Projected Finish: February 2013 | DSA Close Out: Pending |

4. FINE ARTS BUILDING

| | Original | Revision | Total |
|-----------------------------------|--------------|----------|--------------|
| Original Project Budget: | | | \$35,703,000 |
| Anticipated State Match: | \$25,141,000 | - | |
| Anticipated Basic Aid Allocation: | \$10,562,000 | - | |
| Unallocated: | \$35,703,000 | - | |

Budget Narrative: Budget reflects reporting as shown on State Chancellor’s Office FUSION report fiscal year 2011-12.

Status: The District submitted a Final Project Proposal to the State Chancellor’s Office on June 30, 2008. Funding was pushed back first to December, 2009, and again to September, 2010. The District re-submitted once more with a shift of funding to the 2013-2014 fiscal year. Though final budget will be resolved after the State Chancellor’s Office has completed the funding process.

In Progress: The State Chancellor’s Office indicates a preference to roll the 2013-14 projects to 2014-15 which includes this project. The capacity load ratio, used to determine project eligibility, exceeds the allowable limit of 105%. This percentage is a ratio of existing buildings to student need using enrollment projections. Projections are lower now than when the building was originally submitted. The State Chancellor’s Office *recommended a revision to the Five Year Plan priorities which would improve project eligibility.*

Recently Completed: On Hold

Focus: Awaiting State Chancellor's Office funding approval

| | |
|---------------------------|---------------------------|
| Project Start: On Hold | Scheduled Finish: On Hold |
| Projected Finish: On Hold | DSA Close Out: Pending |

5. BARRANCA ENTRANCE

| | Original | Revision | Total |
|--------------------------|-------------|----------|-------------|
| Original Project Budget: | | | \$2,850,000 |
| Anticipated State Match: | - | - | |
| Basic Aid Allocation: | \$2,850,000 | - | |

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: The first of two plan check fees has been submitted to the City of Irvine. Plan check fees for Southern California Edison have been forwarded with this review to immediately follow.

In Progress: Construction documents are being developed. *District, college staff and DSA inspector are performing constructability reviews.*

Recently Completed: In February, district staff reviewed the design development documents with the designer prior to moving into final construction documents.

Focus: Document completion for final review by City of Irvine, Southern California Edison and submittal to the DSA.

| | |
|--------------------------------------|--------------------------------------|
| Project Start: March 2010 | Scheduled Finish: Spring/Summer 2013 |
| Projected Finish: Spring/Summer 2013 | DSA Close Out: Pending |

6. GREAT LAWN PROJECT

| | Original | Revision | Total |
|--------------------------|-------------|-----------|-------------|
| Original Project Budget: | | | \$1,250,000 |
| Anticipated State Match: | - | - | |
| Basic Aid Allocation: | \$1,250,000 | \$546,000 | \$1,796,000 |

Budget Narrative: Budget reflects Board agenda action on 8/31/2009 and 5/24/2010. The current basic aid assignment of \$1,796,000 is sufficient to meet project costs.

Status: *Construction Complete.*

In Progress: Construction Complete.

Recently Completed: Construction Complete.

Focus: DSA Close Out

| | |
|----------------------------|---------------------------------|
| Project Start: March 2009 | Scheduled Finish: December 2011 |
| Projected Finish: May 2012 | DSA Close Out: Underway |

7. A400 RENOVATION AND EXPANSION PROJECT

| | Original | Revision | Total |
|--------------------------|-------------|-------------|--------------|
| Original Project Budget: | \$3,004,051 | \$7,908,844 | \$10,912,895 |
| Anticipated State Match: | - | - | |
| Basic Aid Allocation: | \$1,000,000 | - | - |
| Unassigned: | \$2,004,051 | \$9,912,895 | |

Budget Narrative: Budget reflects Board agenda action on 2/28/2011. During the EFMP process, the college modified the scope of work for the A400 building to include both a renovation and an expansion resulting in a need to revise the project budget. The current basic aid assignment of \$1,000,000 is sufficient to meet anticipated design costs.

Status: The Board approved the use of Design-Build procurement. *Criteria document and programming efforts underway.*

In Progress: *Synchronization between end users space considerations with the state chancellor's office cap/load ratios.*

Recently Completed: *Criteria document development schedule and kick off meeting.*

Focus: Develop programming documents. *Criteria document development.*

| | |
|------------------------------|----------------------------|
| Project Start: December 2012 | Scheduled Finish: May 2016 |
| Projected Finish: May 2016 | DSA Close Out: Pending |

ATEP

1. ATEP BUILDING DEMOLITION

| | Original | Revision | Total |
|--------------------------|-------------|----------|-------------|
| Original Project Budget: | \$7,000,000 | - | \$7,000,000 |
| Anticipated State Match: | - | - | - |
| Basic Aid Allocation: | \$7,000,000 | - | - |

Budget Narrative: Budget reflects Board action on 4/22/2004.

Status: The Board approved contracts for buildings 26 and 524 on January 23, 2012.
Building 524 Notice of Completion included in June agenda.

In Progress: *Building 26 is working toward meeting the LIFOC property insurance requirements.*

Recently Completed: *Building 524 demolition.*

Focus: Obtaining City of Tustin insurance approvals in order for building 26 work to commence. Two insurance reviews have resulted in a final request for minor corrections after City of Tustin acceptance, notice to proceed will be provided to building 26 contractor.

| | |
|-------------------------------|-----------------------------|
| Project Start: September 2010 | Scheduled Finish: June 2012 |
| Projected Finish: May 2012 | DSA Close Out: N/A |

2. ATEP MONUMENT SIGNAGE

| | Original | Revision | Total |
|--------------------------|----------|----------|-------|
| Original Project Budget: | - | - | - |
| Anticipated State Match: | - | - | - |
| Basic Aid Allocation: | - | - | - |

Budget Narrative: There is money in the ATEP Renovation/Temporary Buildings fund should this project move forward.

Status: 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.

In Progress: This is now on hold and part of the current negotiations with the City of Tustin during which a new location may be determined.

Recently Completed: On Hold

Focus: On Hold

| | |
|---------------------------|---------------------------|
| Project Start: On Hold | Scheduled Finish: On Hold |
| Projected Finish: On Hold | DSA Close Out: On Hold |

3. ATEP FIRST BUILDINGS - PHASE 3A

| | Original | Revision | Total |
|--------------------------|--------------|----------|-------|
| Original Project Budget: | - | - | - |
| Anticipated State Match: | - | - | - |
| Basic Aid Allocation: | \$12,500,000 | - | - |

Budget Narrative: Budget reflects Board action on 2/28/2011.

Status: Programming completed January 2012.

In Progress: Establish kick off meeting dates for Criteria Document development.

Recently Completed: Board approved two 30,000 square foot buildings, one for Saddleback College and one for Irvine Valley College. Board approved Design/Build as a delivery method for these projects and Criteria Architect to begin developing the Criteria documents and programming.

Focus: Development of RFP criteria documents will take place during the summer months with a district and college facilities department participation.

| | |
|-----------------------------|-----------------------------|
| Project Start: January 2013 | Scheduled Finish: June 2016 |
| Projected Finish: June 2016 | DSA Close Out: Pending |

DISTRICT

1. CEQA MASTER PLAN

| | Original | Revision | Total |
|--------------------------|-----------|----------|-----------|
| Original Project Budget: | \$320,000 | - | \$320,000 |
| Anticipated State Match: | - | - | - |
| Basic Aid Allocation: | \$320,000 | - | - |

Budget Narrative: Budget reflects Board action on 3/28/2011.

Status: Notice of Preparation was complete June 2011, and 30 day public review period followed. A public scoping meeting occurred on July 21, 2011. Public comments

requested additional technical analysis which resulted in the need for additional time to address traffic evaluations. The traffic analyses were completed in March 2012 and the Draft Program Environmental Impact Report was completed this month.

In Progress: *Public Hearing and Certification is on this June Board agenda.*

Recently Completed: Review documents including the Draft Program Environmental Impact Report are posted at http://www.socccd.edu/about/about_planning.html. The 45-day EIR public comment period began on Friday, April 13, 2011 and *closed* on May 31, 2012.

Focus: *File the Notice of Determination with the County Clerk's office.*

| | |
|-----------------------------|---------------------------------|
| Project Start: March 2011 | Scheduled Finish: December 2011 |
| Projected Finish: June 2012 | DSA Close Out: N/A |

Project updates for active projects may be viewed at:
<http://socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start: Month Architect is brought on board for design
Scheduled Finish: Assumed duration of project depends on variables, such as agency review, that are outside of the control of District and consultants
Projected Finish: Identified finish at the time of the report
DSA Close Out: The process of sending required documents to DSA to obtain project certification. Level of project complication dictates timeframe for completing this scope of work.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.4
DATE: 6/25/12

TO: Board of Trustees
FROM: Gary L. Poertner, 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 May 31, 2012. A review of current revenues and expenditures for FY 2011-2012 show they are in line with the budget and consistent with prior year trends.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

General Fund Income and Expenditure Summary
As of May 31, 2012

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Actual Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|-----------|-------------------|-------------------|---|------------------------|
| SOURCES OF FUNDS | | | | | |
| BEGINNING FUND BALANCE: | | \$ 28,463,180 | 28,463,180 | 28,463,180 | 100.00% |
| REVENUES: | | | | | |
| Federal Sources | 8100-8199 | \$ 1,909,500 | 3,000,852 | 1,701,110 | 56.69% |
| State Sources | 8600-8699 | 14,707,813 | 16,273,616 | 12,534,795 | 77.03% |
| Local Sources | 8800-8899 | 174,973,921 | 175,289,798 | 174,414,340 | 99.50% |
| Total Revenue | | 191,591,234 | 194,564,266 | 188,650,245 | 96.96% |
| BASIC AID INCOMING TRANSFERS | | | | | |
| | 8980-8989 | | | | |
| TOTAL SOURCES OF FUNDS | | \$ 220,054,414 | 223,027,446 | 217,113,425 | 97.35% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries | 1000-1999 | \$ 61,660,421 | 61,299,341 | 56,210,237 | 91.70% |
| Other Staff Salaries | 2000-2999 | 39,771,693 | 40,402,700 | 32,416,685 | 80.23% |
| Employee Benefits | 3000-3999 | 34,363,697 | 34,567,778 | 30,254,071 | 87.52% |
| Supplies & Materials | 4000-4999 | 5,459,896 | 5,638,009 | 2,395,883 | 42.50% |
| Services & Other Operating | 5000-5999 | 18,545,192 | 20,248,497 | 12,318,013 | 60.83% |
| Capital Outlay | 6000-6999 | 7,528,724 | 7,685,394 | 3,596,474 | 46.80% |
| Payments to Students | 7500-7699 | 157,618 | 274,282 | 212,340 | 77.42% |
| Total Expenditures | | \$ 167,487,241 | 170,116,001 | 137,403,703 | 80.77% |
| OTHER FINANCING USES: | | | | | |
| Inter Fund Transfers Out | 7300-7399 | \$ 834,000 | 1,176,600 | 1,312,600 | 111.56% |
| Basic Aid Transfers Out | | 39,128,922 | 39,128,922 | 4,368,000 | 11.16% |
| Intra Fund Transfers Out | 7400-7499 | 0 | 0 | 0 | 0.00% |
| Debt Service | 7100-7199 | 422,424 | 424,096 | 325,459 | 76.74% |
| Total Other Sources (Uses) | | 40,385,346 | 40,729,618 | 6,006,059 | 14.75% |
| TOTAL USES OF FUNDS | | 207,872,587 | 210,845,619 | 143,409,762 | 68.02% |
| ENDING FUND BALANCE | | \$ 12,181,827 | 12,181,827 | 73,703,663 | |
| RESERVES | | | | | |
| Reserve for Economic Uncertainties | | \$ 10,210,900 | 10,210,900 | | |
| Location Reserves for Economic Uncertainties | | 1,970,927 | 1,970,927 | | |
| TOTAL RESERVES | | \$ 12,181,827 | 12,181,827 | | |

NOTE: As of May 31, 2011, actual revenues to date were **97.38%** and actual expenditures to date were **81.66%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of May 31, 2012

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|--|-------------------|-------------------|--|------------------------|
| SOURCES OF FUNDS | | | | | |
| LOCATION BEGINNING BALANCE | | \$ 11,936,755 | 11,936,755 | 11,936,755 | 100.00% |
| REVENUES: | | | | | |
| Unrestricted Budget Allocation | | \$ 79,169,155 | 79,169,155 | 78,204,712 | 98.78% |
| Restricted Budget Allocation | | 7,869,187 | 9,968,000 | 8,062,553 | 80.88% |
| Total Revenue | | 87,038,342 | 89,137,155 | 86,267,265 | 96.78% |
| BASIC AID | | 0 | 0 | 0 | |
| INCOMING TRANSFERS 8980-8989 | | 0 | 0 | 0 | |
| TOTAL SOURCES OF FUNDS | | \$ 98,975,097 | 101,073,910 | 98,204,020 | 97.16% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries 1000-1999 | | \$ 39,552,151 | 39,952,618 | 36,100,931 | 90.36% |
| Other Staff Salaries 2000-2999 | | 20,439,118 | 20,966,964 | 16,366,888 | 78.06% |
| Employee Benefits 3000-3999 | | 19,381,376 | 19,627,427 | 17,094,174 | 87.09% |
| Supplies & Materials 4000-4999 | | 4,006,790 | 4,206,597 | 1,624,307 | 38.61% |
| Services & Other Operating 5000-5999 | | 8,420,702 | 9,203,056 | 5,377,817 | 58.44% |
| Capital Outlay 6000-6999 | | 5,178,961 | 5,123,560 | 2,098,634 | 40.96% |
| Payments to Students 7500-7699 | | 75,072 | 72,761 | 65,884 | 90.55% |
| Total Expenditures | | \$ 97,054,170 | 99,152,983 | 78,728,635 | 79.40% |
| OTHER FINANCING SOURCES/(USES): | | | | | |
| Transfers Out 7300-7399 | | \$ 350,000 | 350,000 | 452,000 | 129.14% |
| Other Transfers 7400-7499 | | 0 | 0 | 0 | |
| Debt Service 7100-7199 | | 0 | 0 | 0 | |
| Total Other Sources (Uses) | | 350,000 | 350,000 | 452,000 | 129.14% |
| TOTAL USES OF FUNDS | | 97,404,170 | 99,502,983 | 79,180,635 | 79.58% |
| LOCATION OPERATING BALANCE | | \$ 1,570,927 | 1,570,927 | 19,023,385 | |
| RESERVES | | | | | |
| Reserve for Economic Uncertainties | | \$ 1,570,927 | 1,570,927 | | |

NOTE: As of May 31, 2011, actual revenues to date were **96.94%** and actual expenditures to date were **79.88%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of May 31, 2012

| REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE | | Adopted Budget | Revised Budget | Beg Bal & Receipts/ Expenditures | % Actual to Revised |
|--|--|-------------------|-------------------|--|------------------------|
| SOURCES OF FUNDS | | | | | |
| LOCATION BEGINNING BALANCE | | 3,080,005 | 3,080,005 | 3,080,005 | 100.00% |
| REVENUES: | | | | | |
| Unrestricted Budget Allocation | | \$ 43,955,845 | 43,955,845 | 43,041,603 | 97.92% |
| Restricted Budget Allocation | | 6,045,795 | 6,920,014 | 4,765,970 | 68.87% |
| Total Revenue | | 50,001,640 | 50,875,859 | 47,807,573 | 93.97% |
| BASIC AID | | 0 | 0 | 0 | |
| INCOMING TRANSFERS 8980-8989 | | 0 | 0 | 0 | |
| TOTAL SOURCES OF FUNDS | | 53,081,645 | 53,955,864 | 50,887,578 | 94.31% |
| USES OF FUNDS | | | | | |
| EXPENDITURES: | | | | | |
| Academic Salaries 1000-1999 | | 20,643,985 | 19,867,438 | 19,132,482 | 96.30% |
| Other Staff Salaries 2000-2999 | | 12,448,504 | 12,566,665 | 10,380,380 | 82.60% |
| Employee Benefits 3000-3999 | | 11,374,866 | 11,332,896 | 9,985,607 | 88.11% |
| Supplies & Materials 4000-4999 | | 1,267,487 | 1,257,970 | 691,766 | 54.99% |
| Services & Other Operating 5000-5999 | | 4,677,883 | 5,546,600 | 3,077,891 | 55.49% |
| Capital Outlay 6000-6999 | | 1,529,950 | 1,782,078 | 1,063,404 | 59.67% |
| Payments to Students 7500-7699 | | 82,546 | 201,521 | 146,457 | 72.68% |
| Total Expenditures | | 52,025,221 | 52,555,168 | 44,477,987 | 84.63% |
| OTHER FINANCING SOURCES/(USES): | | | | | |
| Transfers Out 7300-7399 | | 234,000 | 576,600 | 610,600 | 105.90% |
| Other Transfers 7400-7499 | | 0 | 0 | 0 | |
| Debt Service 7100-7199 | | 422,424 | 424,096 | 325,459 | 76.74% |
| Total Other Sources (Uses) | | 656,424 | 1,000,696 | 936,059 | 93.54% |
| TOTAL USES OF FUNDS | | 52,681,645 | 53,555,864 | 45,414,046 | 84.80% |
| LOCATION OPERATING BALANCE | | 400,000 | 400,000 | 5,473,532 | |
| RESERVES | | | | | |
| Reserve for Economic Uncertainties | | 400,000 | 400,000 | | |

NOTE: As of May 31, 2011, actual revenues to date were **95.16%** and actual expenditures to date were **82.78%** of the revised budget to date.

TO: Board of Trustees
FROM: Gary L. Poertner, 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. An additional deposit of \$4,618,708 was made on January 10, 2011. On April 13, 2012 a deposit of \$75,994.32 was made to reimburse an overpayment of fees plus interest.

STATUS

This report is for the period ending May 31, 2012 (Exhibit A). The portfolio is comprised of 52.5% Fixed Funds (Bonds) and 47.5% Common Stocks (Domestic and International). The fair market value at May 31, 2012 is \$63,042,614. Since inception, the trust has earned a 3.71% annualized return, which is down 1.41% from the prior month. The annualized return is consistent with the market.

June 8, 2012

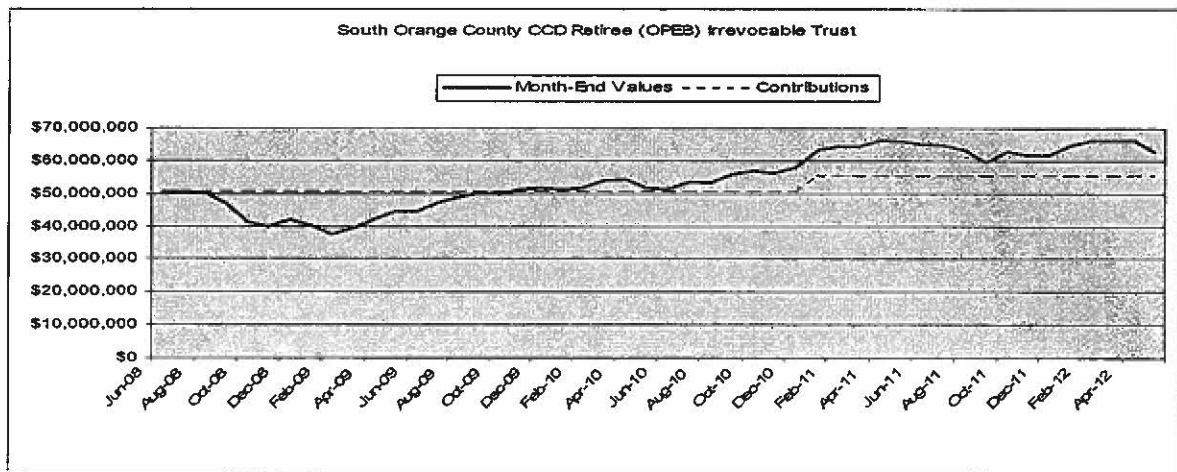
South Orange County Community College District
 28000 Marguerite Parkway
 Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value at May 31st of \$63,042,613.86, your portfolio was down -4.73% for the month and up 3.71% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of bond funds (52.5%), and common stock funds (47.5%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008 and additional contributions of \$4,618,708.00 on January 10th, 2011 and \$75,994.32 on April 13, 2012 for a total of \$55,485,805.32. Below is the performance of your portfolio for various time frames since inception.

| <u>Performance</u> | <u>May 2012</u> | <u>Year-To-Date</u> | <u>Annualized Since Inception</u> |
|--------------------|-----------------|---------------------|-----------------------------------|
| South Orange CCCD | -4.73% | 1.55% | 3.71% annualized return |
| S&P 500 | -6.01% | 5.15% | 2.87% (Domestic Stocks) |
| MSCI EAFE | -11.48% | -3.79% | -6.66% (International stocks) |
| Barclays Aggregate | 0.90% | 2.33% | 6.86% (Domestic Bonds) |



Very truly yours,

Scott W. Rankin
 Scott W. Rankin
 Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

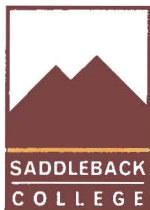
| Month - Year | Month-End Values | Contributions |
|---------------------|-------------------------|----------------------|
| June-08 | \$ 50,589,708 | \$ 50,791,103 |
| July-08 | \$ 50,258,631 | \$ 50,791,103 |
| August-08 | \$ 50,118,614 | \$ 50,791,103 |
| September-08 | \$ 46,745,893 | \$ 50,791,103 |
| October-08 | \$ 41,284,495 | \$ 50,791,103 |
| November-08 | \$ 39,925,535 | \$ 50,791,103 |
| December-08 | \$ 42,088,691 | \$ 50,791,103 |
| January-09 | \$ 40,197,373 | \$ 50,791,103 |
| February-09 | \$ 37,536,078 | \$ 50,791,103 |
| March-09 | \$ 39,286,708 | \$ 50,791,103 |
| April-09 | \$ 42,576,531 | \$ 50,791,103 |
| May-09 | \$ 44,714,521 | \$ 50,791,103 |
| June-09 | \$ 44,706,214 | \$ 50,791,103 |
| July-09 | \$ 47,373,064 | \$ 50,791,103 |
| August-09 | \$ 48,600,027 | \$ 50,791,103 |
| September-09 | \$ 50,319,808 | \$ 50,791,103 |
| October-09 | \$ 49,909,637 | \$ 50,791,103 |
| November-09 | \$ 51,369,745 | \$ 50,791,103 |
| December-09 | \$ 51,753,635 | \$ 50,791,103 |
| January-10 | \$ 51,302,290 | \$ 50,791,103 |
| February-10 | \$ 51,881,829 | \$ 50,791,103 |
| March-10 | \$ 53,833,529 | \$ 50,791,103 |
| April-10 | \$ 54,530,453 | \$ 50,791,103 |
| May-10 | \$ 51,860,270 | \$ 50,791,103 |
| June-10 | \$ 51,342,419 | \$ 50,791,103 |
| July-10 | \$ 53,704,177 | \$ 50,791,103 |
| August-10 | \$ 53,206,683 | \$ 50,791,103 |
| September-10 | \$ 55,816,988 | \$ 50,791,103 |
| October-10 | \$ 57,104,621 | \$ 50,791,103 |
| November-10 | \$ 56,224,029 | \$ 50,791,103 |
| December-10 | \$ 58,006,867 | \$ 50,791,103 |
| January-11 | \$ 63,349,822 | \$ 55,409,811 |
| February-11 | \$ 64,479,212 | \$ 55,409,811 |
| March-11 | \$ 64,427,596 | \$ 55,409,811 |
| April-11 | \$ 66,174,437 | \$ 55,409,811 |
| May-11 | \$ 65,875,362 | \$ 55,409,811 |
| June-11 | \$ 65,060,898 | \$ 55,409,811 |
| July-11 | \$ 64,945,129 | \$ 55,409,811 |
| August-11 | \$ 63,185,567 | \$ 55,409,811 |
| September-11 | \$ 59,495,123 | \$ 55,409,811 |
| October-11 | \$ 63,076,658 | \$ 55,409,811 |
| November-11 | \$ 61,958,358 | \$ 55,409,811 |
| December-11 | \$ 61,922,567 | \$ 55,409,811 |
| January-12 | \$ 64,741,289 | \$ 55,409,811 |
| February-12 | \$ 66,183,867 | \$ 55,409,811 |
| March-12 | \$ 66,171,932 | \$ 55,409,811 |
| April-12 | \$ 66,175,447 | \$ 55,409,811 |
| May-12 | \$ 63,042,614 | \$ 55,485,805 |

TO: Board of Trustees
FROM: Gary L. Poertner, 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.

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Associate Vice Chancellor, Economic Development
President, Irvine Valley College
President, Saddleback College
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
California School Employees Association
Saddleback College Classified Senate
Police Officers' Association
Associated Student Government of SC
Associated Student Government of IVC



SADDLEBACK COLLEGE

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949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for June 25, 2012 Board of Trustees Meeting

Saddleback College wished the following distinguished employees well after their many years of dedicated service to Saddleback College: Dr. James Wright, Dean of Mathematics, Science, and Engineering, Sandra Marzilli, Director of the Emeritus Institute, and Dr. Bruce Kinghorn, Interim Dean of Social and Behavioral Sciences.

Saddleback College welcomed several new administrators during the month: Dr. Christopher McDonald, Dean of Mathematics, Science, and Engineering, Dr. Cadence Wynter, Dean of Social and Behavioral Sciences, Dr. Caroline Durdella, Director of Planning, Research, and Accreditation, David Anderson, Director of the Emeritus Institute, and Orlantha Nin, Transfer Center Coordinator.

Saddleback College awarded \$500 scholarships to 14 incoming students who are currently attending the following high schools as seniors: Aliso Niguel High School, Capistrano Valley High School, Capistrano Valley Christian High School, J. Serra High School, Laguna Hills High School, Mission Viejo High School, San Clemente High School, San Juan Hills High School, and Tesoro High School. The grade point averages of the students range from 3.3 to 4.19.

Office of Instruction

Advanced Technology & Applied Science

Fashion Student Dustie Smith opened the Dustie Doll boutique in Costa Mesa. The grand opening was held on June 4th. The boutique is located at 1834 Newport Boulevard.

Fine Arts & Media Technology

On June 8th through the 24th, Saddleback Civic Light Opera presented *Joseph and the Amazing Technicolor Dreamcoat* to family-oriented audiences in the McKinney Theatre. Film students from the Cinema-Television-Radio Department presented a showcase of the films they produced over the semester on June 9th in SM 313. On June 25th to June 29th, Director of Jazz Studies Joey Sellers and his jazz faculty members presented Jazz Camp to a variety of young musicians. The ensembles performed a concert to parents and the community on June 29th in the McKinney Theatre. Starting June 25th, the Department of Theatre Arts will present a six-week in-depth summer conservatory program concentrating on the study of voice, movement, acting, character development, script analysis, design and history. They will be performing *Children of Eden* at the Kershaw Gardens on August 10th and 11th.

Health Science & Human Services

Pass rates on certification and licensure exams continue to be stellar. The Nursing Program achieved a 94% pass rate this year, which ranks it in one of the top scoring Nursing Programs in the country. Of the

nine students who have completed the new Medical Laboratory Technician (MLT) Program, all nine have passed their national certification exam, and the Paramedic Program maintains a pass rate of over 90 percent.

On June 8th the Division hosted a Regional Simulation Conference, sponsored and funded by Laerdal, a major producer of high fidelity simulators and educational simulations. Over 100 healthcare educators and professionals were registered to attend.

Liberal Arts and Learning Resources

This past academic year, Phi Theta Kappa (PTK), the international honor society for two-year colleges, accepted almost 400 students into Saddleback's Beta Epsilon Beta Chapter. Students who join PTK must have achieved at least a 3.5 GPA and have completed a minimum of 12 units at the college. In the fall of 2012, the Chapter will sponsor a "Commit to Completion" campus-wide activity that will culminate in Saddleback students signing a banner, indicating their intention to complete their AA degree, CTE program, or transfer goal while here at Saddleback.

Online Education & Learning Resources

The Division is gearing up to its move into the Learning Resources Center. It is projected that the library and learning assistance program will be moved into the new building by the first day of the fall semester.

The learning assistance program is changing its image. Effective Fall 2012, the LAP will be changing its name to the Student Success Center. Faculty will be assigned to work in the Center during all hours of operation.

Social & Behavioral Sciences

At the Annual Conference of the California Geographical Society (held at UC Davis), Saddleback student Rose Ramirez won the \$400 David Lantis Undergraduate Award. This is the second year in a row that a Saddleback College geography student has won this award. Ms. Ramirez competed against Undergraduate students representing UC's and CSU's throughout the state.

The Saddleback College chapter of the Psi Beta Honor Society in Psychology hosted a research conference for all community college students in Southern California on our campus in May. We are very proud of our students who presented original research at this conference and welcomed students from other nearby community college campuses who participated.

Dr. Kris Leppien-Christensen, Psychology, was an honored guest at the UC Irvine University's Educator Recognition Reception in May. Kris was named by a former Saddleback College student as the teacher who had the most significant impact on their academic performance and successful transfer to UC Irvine.

The Saddleback College Chapter of the Psi Beta National Honor Society in Psychology was nominated for a National "College Life" Psi Beta Chapter Award. Multiple faculty nominated the students for this award based on their exceptional leadership and contributions to the Saddleback College community. In particular, the chapter was commended for their efforts to educate students and faculty alike about important mental health issues through their Mental Health Awareness Week program.


Office of Student Services

Transfer center counselors and the senior transfer center specialist presented transfer-related information at the International Student Summer Orientation.

Teacher Preparation Pipeline staff created a database of Preparing for a Career in Teaching students to assist in the follow up of students to see if they continue in the field of education.

Saddleback College was affirmed as a Service-members Opportunity college member. South Orange County is a consortium of veteran-serving institutions nationwide and acceptance is contingent on meeting specific qualifications reflecting veteran friendly policies.

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, President 

DATE: June 14, 2012

SUBJECT: **President's Report for the June 25, 2012 Board of Trustees Meeting**

IVC's Anthony Lin to be Recognized at International Conference

IVC Librarian Anthony Lin's paper, titled *Research Life Cycle: Exploring Credibility of Metrics and Value in a New Era of eScholarship that Supports Grey Literature*, with Julia Gelfand, University of California, Irvine has been accepted by the Fourteenth International Conference on Grey Literature, Rome, Italy, November 29-30, 2012.

IVC Celebrates Honors Program

The IVC Honors Program posted robust membership numbers for the 2011-12 school year, with over 200 active members. The program offered 44 courses in a variety of disciplines over the course of the year, including one popular new offering, Women in American History (HIST 51). Sixty students completed the Honors Program this year, fulfilling the program requirements by completing a minimum of 15 Honors units and 5 Honors courses with an overall GPA of 3.25 or better. Program members were admitted to a wide range of outstanding transfer institutions including UC Berkeley, UCLA, UC Irvine, UC San Diego, UC Santa Barbara, USC, Johns Hopkins, Stanford, and Cornell. Honors Program graduates continue to be admitted to prestigious transfer institutions at impressive rates in the current highly competitive environment. For Fall 2012, 50 of 54, or 93% of IVC Honors Program TAP applicants were accepted to UCLA, versus an average of approximately 28% of all applicants statewide. Berkeley accepted 65% of IVC Honors Program applicants in contrast to 25% of non-honors IVC applicants. UCI accepted 90% of Honors Program members, compared to 50% of all IVC applicants. UCI's THE Guarantee was extended to 29 Honors Program students, which offers transferring students automatic admittance to UCI's Campus wide Honors Program, guaranteed housing, a Regents' Scholarship, and other benefits.

IVC Adjunct Math Instructor Honored

Megan Granich, IVC adjunct math instructor recently received recognition from Princeton Review as one of the "300 Best Professors." Ms. Granich was featured in "The 300 Best Professors" as an inspiring and challenging professor. The selections for the guide were made on the basis of student ratings provided to the online review site RateMyProfessors.com and from a combination of surveys and interviews conducted by Princeton Review staff. Only 121 colleges and universities had faculty included in the guide.

IVC Launches Women's Sand Volleyball

IVC Athletics created the first women's sport championship in the California community colleges in more than 20 years with Women's Sand Volleyball. The brainchild of IVC Instructor and Head Coach Tom Pestolesi, this major step in creating greater opportunity for women, gender equity, and Title IX compliance has changed the face of the entire State's athletic programs. IVC is among only a handful of colleges nationwide that are in compliance with Federal law on this subject. IVC's women's sand volleyball ended its season by finishing second in the inaugural Intercollegiate Sand Volleyball Conference State Championship in May. The all-day tournament, which was held at the college, featured Fullerton, Riverside, Golden West and Irvine Valley. There was also a guest appearance by one of the greatest volleyball players of all-time, Karch Kiraly.

Dr. Daniel Luzko, Music Theory & Composition Featured

Dr. Daniel Luzko, IVC Music Theory & Composition professor recently was the Music Director for the Paraguayan Music and Dance Festival, New York City on May 26 at the Colden Auditorium of Queens College. The event drew attendance of 1,600 people and performing artists included musicians and dancers from the United States and Paraguay.

IVC Celebrates Scholar Athletes

Irvine Valley athletics had a record 88 scholar athletes from its 13 teams during the 2011-12 school year. They were honored at a luncheon in May. IVC's team GPA award went to the 2012 women's tennis squad. Irvine Valley's scholar athletes of the year were women's sophomore basketball player Melanie Kashanchi and sophomore men's volleyball player Kevin Ringuette. Kashanchi compiled a cumulative GPA of 3.95 in 64 units, and two fulltime semesters of 4.0. An Economics major, Kashanchi plans on law school following her undergraduate experience. She also helped lead the 2011-12 IVC women's basketball team to the playoffs. Ringuette led the Lasers to a record of 27-14 over two years and two state tournament appearances. Ringuette did all of that after battling back to defeat testicular cancer in the midst of his freshman volleyball campaign. He dealt with chemotherapy, weight loss, forced inactivity and a susceptibility to illness. His cancer is in remission and he has made the most of his opportunities on and off the volleyball court at Irvine Valley. He is a math major who was accepted into Cal State Fullerton's Mathematics program and carried a 3.7 cumulative GPA. Melanie Kashanchi and Kevin Ringuette of Irvine Valley were also each named the Orange Empire Conference's Character of Champion award winners for their overall service to their teams, college and the community. The OEC Character Champion Award is given annually to the conference male and female student-athlete that exhibits high character traits of sportsmanship, respect, caring, fairness, civility, honesty, integrity and responsibility. It is the first time in the history of the award that one college has had both winners.

IVC Alma Mater Featured at Commencement

Dr. Matthew Tresler conducted the premiere recording of the *The Silver and The Blue*, the alma mater of IVC, on May 8, 2012, recorded on the Performing Arts Center Main Stage. The music by Bradley Ellingboe, text by Elaine Rubenstein, instrumental arrangements by Dale Leaman, and recording by Williams Recording. This recording was featured on May 18, as a surprise ending to IVC's 27th annual commencement ceremony.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES: William O. Jay, David B. Lang, Frank M. Meldau, Marcia Milchiker, Nancy M. Padberg, T. J. Prendergast III
Gary L. Poertner, Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College



MEMORANDUM

TO: Gary Poertner, Chancellor
Members of the Board of Trustees

FROM: Dr. David Bugay, Vice Chancellor, Human Resources

DATE: June 25, 2012

SUBJECT: Written Report

CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM (CALSTRS) CHANGE

CalSTRS, which is the pension program primarily for faculty members and academic administrators, has made a dramatic change in its process of conducting business. To comply with technical language in Education Code 22147(b) CalSTRS will no longer be allowing Districts to provide any type of retroactive or “back pay” to employees without a penalty and interest. This change usually impacts Districts involved in contract negotiations where a collective bargaining agreement is approved after the fiscal year begins on July 1. While this does not affect SOCCCD this year, there have been cases in the past where such situations have occurred. According to the new ruling, any retroactive back pay will result in a financial penalty and interest charged to the District.

This change does affect one area of contract language in the Academic Master Agreement with the Faculty Association. Faculty Association members can “move up” on the salary schedule if they advance their education or degrees. This means that if they are initially placed with less than a doctorate, they can increase their salary to a higher column if they increase their education levels. This is known as “Column Advancement.” The current contract allows faculty members to present evidence of changes up to October 15 to have the salary change implemented retroactively to July 1, the beginning of the fiscal year. We no longer have the option to do this without paying penalties and interest. We are currently discussing this change and its implications with Faculty Association officers, and we hope to reach agreement on this issue soon.

CAMP PENDLETON JOB FAIR

Human Resources Staff attend several job fairs each year. In the month of June, the HR staff was once again at a booth at a Camp Pendleton Job Fair to recruit for classified job openings from veterans and military families.

Report to the SOCCCD Board of Trustees for June 25, 2012

Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

Irvine Valley College Life Sciences Project

Irvine Valley College Life Science Building contractor, Edge Development (Edge) is in default. The following is a brief summary.

Edge mobilized one month after the district provided them with a Notice to Proceed (NTP), which is a significant impact on 14-month duration. This delay worsened from various causes including inadequate contractor management, subcontractor failure, and understaffing by subcontractors out of fear that the general contractor was going bankrupt.

In December, Edge changed management for a fourth time and declared the company was hoping to become a subsidiary of a larger Canadian firm. Edge paralleled this with a request to the Surety for financial support. The district responded with a Notice of Intent to Terminate, citing numerous project shortfalls that would need to improve in order for the contract to commence.

With the assistance of the Surety, Edge was able to make payments to subcontractors and vendors and for a few months, it appeared that the project might get back on track. That respite was short lived and from the periphery the deal with the Canadian firm appeared to lose traction. Staff followed the Notice of Intent to Terminate with confirmation that the project was considered in default. This project is one of eleven projects that have failed for Edge. The Surety is unraveling a colossal amount of paperwork involving subcontractor delay claims, stop notices (received by public agencies from vendors and subcontractors when the general does not make payment), and unresolved change orders. The Surety anticipates a replacement contractor coming on-board in August.

In the meantime, the surety is maintaining half of the management staff. The job has ground to a crawl but not a stop. District staff and district consultants are working toward closing as many open change orders as is possible in an effort to ease the upcoming transition. Negotiations have had a 50-60% success rate.

Past (smaller) projects that have gone to surety resulted in a six to seven month delay while awaiting a replacement contractor. This project will be slightly longer considering a December to August duration. However, a small percentage of work has continued in an effort to reduce the impact on project completion. The Facilities Report reports the scheduled finish as July 2012 and the projected finish at February 2013. Though previous take-over agreements have been negotiated with minimal liquidated damages, this project will require that we maximize liquidated damages to cover costs. Construction Management, Division of the State Architect, and testing services will all require extensions. Staff will bring recommendations regarding these extensions to the next Board meeting.

State Chancellor's Office Projected Enrollments

The State Chancellor's office is reviewing their approach to projecting enrollments. The current method, the Triage method, was intended for temporary use only and has been determined to project artificially high enrollments. Even with the escalated projections, enrollments were previously projected to decline in 2011-12 by 6.5%. When actual enrollments were provided, the State Chancellor's office determined enrollment to have declined by closer to 10%.

The new method, the Maximum Participation Rate (MPR) method, will result in more realistic projected enrollments. This method will also create greater stability for projections from one year to the next. The Legislative Analyst Office was concerned with the previous enrollment projections and has expressed initial support this revised approach. Though the projections are based on demand (versus actual), they are considered defensible. This issue is important because enrollment projections are used to evaluate capital load ratios which determine funding eligibility.

Report to the SOCCCD Board of Trustees for June 25, 2012
Business Services Highlights - Vice Chancellor Dr. Debra L. Fitzsimons

State Chancellor's Office Project Close out Procedures

The Legislative Analyst Office requested audit-level evidence that the state match, provided for capital improvement funding, is spent at the district level as was originally approved. Though tracking methods have been in place for many years, additional measures for closing projects with the State Chancellor's office have been initiated. Documentation includes the following: a letter certifying close out, a copy of the project's Notice of Completion, specified copies from the Division of the State close out documentation, a comparative analysis on the original budget with actual expenditures, and a final list of all equipment actually purchased. These documents will be provided to the State Chancellor's office as attachments to the State Chancellor's Capital improvement website, FUSION.

Business Process Analysis Sessions

Business Process Analysis (BPA) sessions have been taking place for a month now. We have had a need to review our current business practices for many reasons: a) make them more efficient; b) make them more user-friendly; c) eliminate unnecessary steps to a process; d) eliminate duplication of effort and shadow systems; e) move to electronic processing from manual processing; f) use our staff resources better; g) model best practices, and h) improve services to the colleges and to faculty, staff, and students.

The ideal time for the district to do business process analysis is prior to identifying and procuring a new Human Resources/Financial Software System. This is because it is important to identify what we are doing currently, what our ideal practices would be, and then determine what our priorities are for a new system.

The Business Process Analysis sessions are assisting us with the first step to procuring a new integrated HR/Finance system which is to review our current practices and determine our needs for a new system. The first three Business Process Analysis sessions were for a) Hiring, b) Budget, and c) Travel Processes. The sessions were well attended by both colleges include a wide range of district faculty and staff. Feedback was that they were successful and much needed. Our current processes were documented and areas for improvement identified. The new ideal processes have been outlined and will be used to create "demonstration scripts" for the potential software vendors.

The remaining BPA sessions that will be completed by August are:

- Payroll and Time & Attendance
- Accounts Receivable, Cash Handling, Grants, and Auxiliaries
- Onboarding (processes from when an employee is hired to their first day /orientation)
- Purchasing and Accounts Payable

Once these are complete, we will proceed with the procurement process by issuing an RFP. Vendor demonstrations are planned for the fall and will lead to final vendor selection. We will incorporate what we learn from the Business Process Analysis sessions in implementing the new system and in our business practices both now and when full implementation occurs.